



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
City Hall, 57 N. Liberty Street, Cumberland, MD 21502

DATE: December 21, 2021

OPEN SESSION - 6:15 p.m.

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary statement of closed meetings held December 14 and 21, 2021

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for November 2021

(B) Fire

1. Fire Department monthly report for November, 2021

(C) Police

1. Police Department monthly report for November, 2021

(D) Utilities - Flood, Water, Sewer

1. Utilities Division monthly report for November, 2021

Approval of Minutes

1. Approval of the Work Session Minutes of August 31, 2021, and the Work and Closed Session Minutes of September 7 and 21, 2021

New Business

(A) Orders (Consent Agenda)

- 1. Order 26,924** - authorizing the execution of an Easement Agreement with the Kensington Algonquin, LLC, and Cumberland Senior Partners, LLC, granting the City a one-year temporary construction easement and a permanent construction easement to facilitate the rehabilitation of the Baltimore St. Bridge, and authorizing the City Engineer and City Solicitor to modify the terms of the Agreement for the sake of clearing up any title issues, without further action by the Mayor and City Council
- 2. Order 26,925** - accepting a FY21 Dept. of Justice COPS Hiring Grant in the amount of \$375,000 to hire 3 police officers and partially pay their salary and benefits for 3 years
- 3. Order 26,926** - accepting a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of \$12,391 to be used to purchase weapons for use by the CPD, CERT, and the ACSO to support tactical missions in Cumberland and Allegany County
- 4. Order 26,927** - accepting the sole source purchase of road salt from Cargill, Inc. for an amount not to exceed \$200,000, with pricing obtained through the Statewide Contract
- 5. Order 26,928** - authorizing the execution of Change Order No. 1 to the existing Purchase Order (M&CC Order 26,623) for the new Sutphen Aerial Ladder Truck in the increased amount of \$2,500.89 for various minor adjustments to the specifications, bringing the total invoice for the truck to \$1,300,070.10
- 6. Order 26,929** - accepting the sole source quote from InSource Solutions to provide upgrades to the SCADA software system and enter into a 3-year Maintenance Service Agreement for both the Water Reclamation Facility and the Water Filtration Plant for the not-to-exceed cost of \$49,677.80
- 7. Order 26,930** - authorizing execution of Donation Agreements to convey to the City properties at 421 S. Central Ave., 439 Andrews Street (Central Ave.), 409 S. Central Ave., and 406-408 Goethe Street; authorizing acceptance of the deeds, and authorizing the City Administrator and City Solicitor authorize to execute documents necessary for the transfer
- 8. Order 26,931** - authorizing a payment of \$17,500 to the Allegany County Commissioners as the City's contribution towards the County's one-year consulting services contract with Atkinson Eco, LLC, for the project management of the Canal Place River Park Project
- 9. Order 26,932** - authorizing execution of a Non-Endowed Restricted Fund Agreement with the Community Trust Foundation, Inc. regarding the establishment of the City of Cumberland Skatepark Task Force Fund, to be used to provide financial support for the creation of a skatepark in the City, and authorizing a City donation of \$10,000 to launch the fund
- 10. Order 26,933** - abating taxes and utilities on City-owned properties obtained through tax sale foreclosure: 309 S Cedar St., 14 W. First Street., 443 Columbia Street., 105 Grand Avenue, 107 Springdale Street, 109 Springdale Street

- 11.** **Order 26,934** - authorizing execution of an Agreement with the Cumberland Economic Development Corporation and the Allegany County Commissioners regarding the purchase of 39.19 acres of property owned by Avirett Development and located on Uhl Highway at Messick Road for the amount of \$250,000 and authorizing the City's contribution of \$125,000 towards purchase of the property contingent upon the County's contribution of \$125,000 towards the purchase
- 12.** **Order 26,935** - declaring City-owned properties at 471 Goethe Street and 502 Regina Avenue to be surplus and authorizing them for sale

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for November 2021

MAINTENANCE DIVISION REPORT
November 2021

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

City Forester Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
NOVEMBER 2021**

- **POTHoles AND COMPLAINTS**
 - Patched potholes on 3 streets using 3 tons of hot mix asphalt
- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS/HANDICAP PARKING SIGNS**
 - Repaired 3 Street Name signs
 - Installed 4 Traffic Control signs
 - Repaired 3 Traffic Control signs
 - Installed 2 Handicap Parking signs
- **STREET SWEEPING**
 - 86 Loads
 - 585 miles
- **MISCELLANEOUS**
 - Completed 25 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge 4 times
 - Picked up 5 dead animals
 - Picked up trash/discarded items on 3 occasions
 - Began leaf pick-up
 - Cut down, transported, set-up city Christmas tree
 - Set out/picked up traffic control Homecoming Game, City Christmas tree lighting
 - Performed preventative maintenance on loader
 - Prepared leaf machine & trucks to begin leaf pickup in November
 - Cleaned Municipal Center shop twice a week

STREET MAINTENANCE - NOVEMBER 2021		11/1-11/5	11/8-11/12	11/15-11/19	11/22-11/24	11/29-11/30	TOTAL
SERVICE REQUEST COMPLETED		1	11	6	6	1	25
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water						0
	Sewer						0
	Cy						0
	Tons						0
POTHOLE FILLING	Streets		3				3
	Alleys						0
	Days		1				1
	Cold Mix						0
	Tons		3t				3t
PERMANENT PATCH	Cy						0
	Tons				1t		1t
COMPLAINTS COMPLETED							0
	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			7				7
STREET NAME SIGNS REPAIRED/INSTALLED			3				3
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
			2				2
							0
PAINTING PERFORMED	Blue		3				3
	Yellow						0
	Red	1	11				12
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	11	16	27	18	14	86
	Miles	104	124	155	114	88	585
SWEEPER DUMPS HAULED TO LANDFILL	Tons	8.52t		10.64t		9.64t	28.8t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days		2	1	1		4
SALT BARRELS	Days						0
SNOW REMOVAL	Days						0
CLEAN SNOW EQUIPMENT	Days						0
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	1	8	6	5	1	21
CHECK DRAINS/CLEAR DEBRIS	Days						0
STREET TRACTOR MOWING	Days						0
LEAF PICK UP	Loads	6	4	4	3	8	25
Picked up trash/discarded furniture on 3 occasions Picked up 5 dead animals Cut down, transported, set-up City Christmas tree Set out/picked up traffic control for Homecoming Game, Henderson Ave, city Christmas tree lighting Performed preventative maintenance and cleaned Loader @ Municipal Center Cleaned Municipal Center+A14:H46 shop twice a week							

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
NOVEMBER 2021**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
- Parks & Parklets Mowing
 - Constitution Park
 - Mowed 3 days
 - Mason's Complex
 - Mowed 4 days
 - Parklets
 - Mowed 2 days
- Ball Fields
 - Flynn Field
 - Mowed 1 time
 - Northcraft Field
 - Mowed 1 time
 - Nonneman Field
 - Mowed 1 time
 - Bowers Fields
 - Mowed 1 time
 - Galaxy Field
 - Mowed 1 time
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned & disinfected the Craft House & Activities Building several times
 - Performed preventative maintenance on mowers, trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Made repairs to bathrooms @ Mason's Complex & Constitution Park
 - Fixed vandalized equipment @ Constitution Park, Mason's Complex, JC Field
 - Picked up barrels for trash cans from Shroeder Industries
 - Shut water off at all parks, parklets & ball fields
 - Hung Christmas light decorations on Virginia Ave
 - Decorated City Hall for Christmas
 - Worked OT for city Christmas tree lighting

Fleet Maintenance

November 2021

Total Fleet Maintenance Projects	140
Central Services	1
Code Enforcement	2
DDC	0
Engineering	1
Fire	8
Flood	0
Municipal Parking	0
P & R Maintenance	12
Police	25
Public Works	0
Sewer	8
Snow Removal	0
Street Maintenance	33
Vehicle Maintenance	17
Water Distribution	12
Water Filtration	8
WWTP	0
Scheduled Preventive Maintenance	12
Field Service Calls	1
Total Work Orders Submitted	10
Risk Management Claims	0
Fork Lift Inspections	0

CITY FORESTER REPORT MONTHLY REPORT NOVEMBER 2021

Shade Tree Commission Meeting – Coordinated and attended the Shade Tree Commission's November Meeting on November 2, 2021.

November Tree Removals and Prunings – Coordinated with Jason to have Blaine to remove 14 trees and prune 26 trees in November.

November Tree Complaints and Tree Issues – Resolved and/or addressed 36 tree complaints and tree issues in November.

2021 Fall Tree Pruning/Removal Contract – Coordinated with Kiddy Contracting LLC, for 17 tree removals on the 2021 Fall Tree Pruning/Removal Contract.

Downtown Mall Christmas Tree – Assisted the street department with the coordination of the removal of the Norway Spruce tree donated by private property owner at 801 Buckingham Road for the Downtown Mall Christmas tree.

Let's Beautify Cumberland – Assisted LBC with locating 5 Christmas trees to place at some of the park locations.

Bee City USA – Coordinated with Jason and Ben Cooper, President of the Allegheny Mountain Beekeepers Association, to use the field located near the Mayor's Memorial and Overlook at Constitution Park for the first site for the Bee City USA project.

Sustainable Community Application 2022 – Assisted Raquel Ketterman in retrieving information for Community Development for the Environmental section of the Sustainable Communities designation for points towards several State grants over the next 5 years.

WV Pesticide Recertification Course – Attended the WV Pesticide Recertification Training course in Romney, WV, on November 16th.

Cumberland's Big Tree Contest 2022- Worked with MD DNR Forest Service and some private property owners in Cumberland to promote the Cumberland Big Tree Contest 2022.

Water and Sewer Department Tree Removals – Coordinated several tree removals for the water and sewer department.

File Attachments for Item:

. Fire Department monthly report for November, 2021

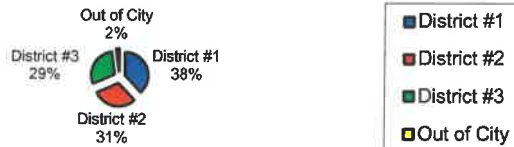
REPORT OF THE FIRE CHIEF FOR THE MONTH OF NOVEMBER, 2021
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 92 Fire Alarms:

Responses by District:

District #1	35
District #2	28
District #3	27
Out of City	2
	<u>92</u>

Fire Calls by District



Number of Alarms:

First Alarms Answered 92

Calls Listed Below:

Property Use:

Public Assembly	5
Educational	4
Institutional	2
Residential	60
Stores and Offices	6
Storage	1
Special Properties	14
	<u>92</u>

Type of Situation:

Fire or Explosion	7
Overpressure	1
Rescue Calls	56
Hazardous Conditions	4
Service Calls	3
Good Intent Calls	5
False Calls	16
	<u>92</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in November:	\$0.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$0.00
Fire Service Fees for Fire Calls Paid in November:	\$0.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$0.00
All Fire Service Fees Paid in FY2022:	\$955.92

Fire Service Fees for Inspections and Permits Billed in November:	\$200.00
Fire Service Fees for Inspections and Permits Paid in November:	\$200.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$350.00

Cumberland Fire Department Responded to 462 Emergency Medical Calls:

In City Calls	413
Out of City Calls	49
Total	462

Inside/Outside City



Total Ambulance Fees Billed by Medical Claim-Aid for November:	\$195,318.60
Ambulance Fees Billed Fiscal Year to Date:	\$676,245.00
Ambulance Fees Paid:	
Revenue Received in November:	\$97,110.02
FY2021 Ambulance Fees Paid in FY2022:	\$332,777.34
All Ambulance Fees Paid in FY2022:	\$523,344.25
(Includes all ambulance fees, paid in current and previous fiscal years.)	

Cumberland Fire Department provided 8 Paramedic Assist Calls:

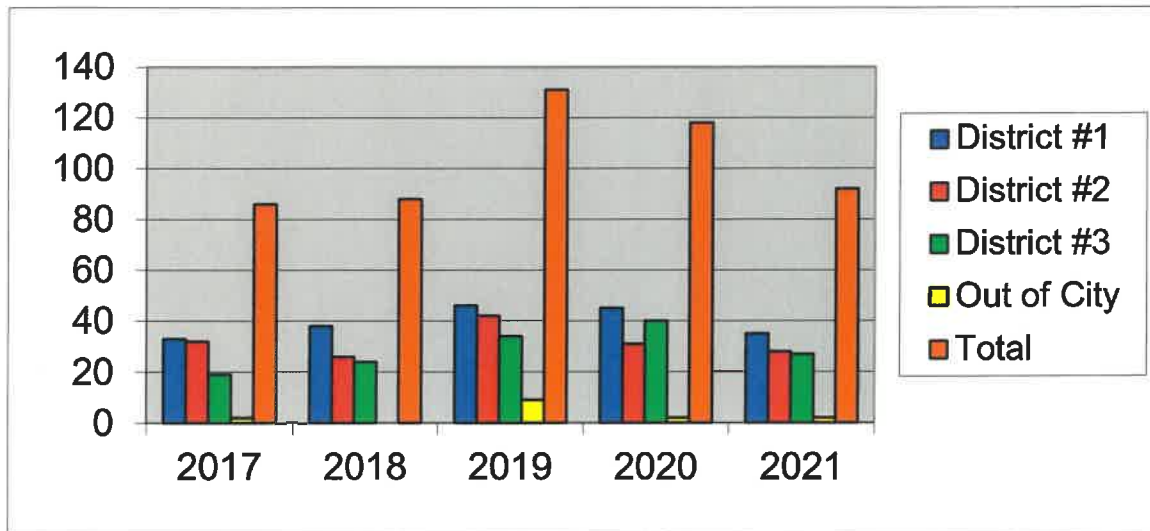
2 Paramedic Assist Calls within Allegany County	
6 Paramedic Assist Calls outside of Allegany County	
<u>8</u>	
LaVale Rescue Squad	1
Mount Savage VFD	1
	<u>2</u>
Fort Ashby, WV VFD	1
Ridgeley, WV VFD	1
Short Gap, WV VFD	1
Wiley Ford, WV VFD	3
	<u>6</u>

Cumberland Fire Department provided 41 Mutual Aid Calls:

34 Mutual Aid Calls within Allegany County	
7 Mutual Aid Calls outside of Allegany County	
<u>41</u>	
Bowman's Addition VFD	18
Cresaptown VFD	8
District #16 VFD	6
Flintstone VFD	1
LaVale Vol. Rescue Squad	1
	<u>34</u>
Hyndman, PA Area Rescue Squad	1
Ridgeley, WV VFD	5
Wiley Ford, WV VFD	1
	<u>7</u>

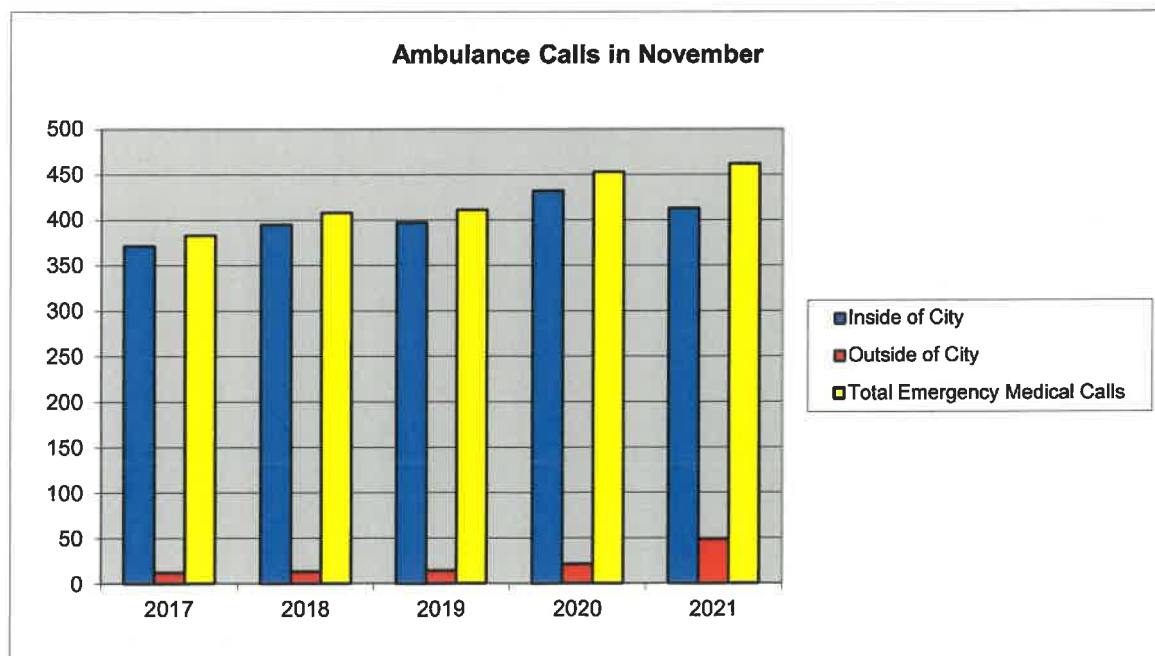
Fire Calls for the Month of November for a Five-Year Period:

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District #1	33	38	46	45	35
District #2	32	26	42	31	28
District #3	19	24	34	40	27
Out of City	2	0	9	2	2
Total	86	88	131	118	92



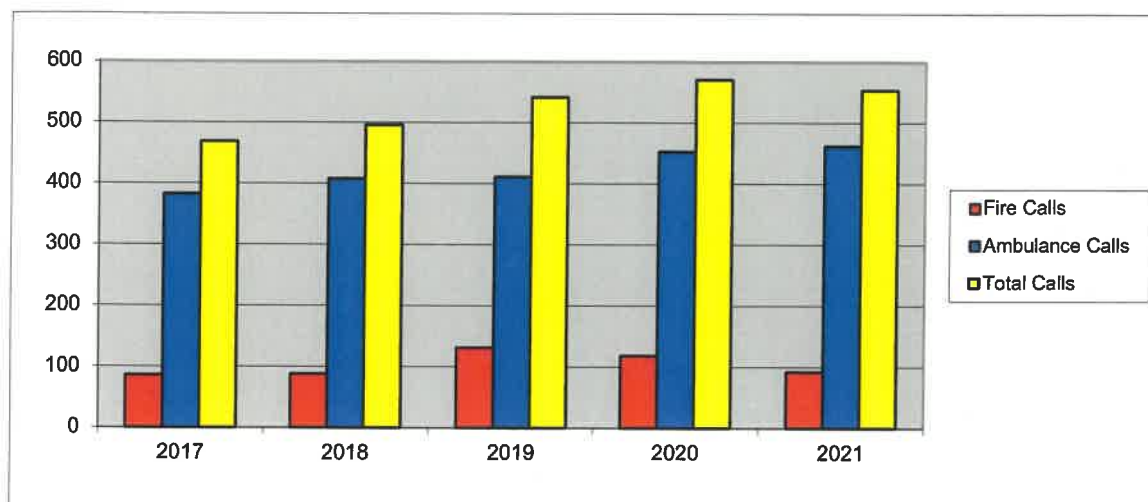
Ambulance Calls for the Month of November for a Five-Year Period:

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Inside of City	371	395	397	432	413
Outside of City	12	13	14	21	49
Total Emergency Medical Calls	383	408	411	453	462



Fire and Ambulance Calls for the Month of November for a Five-Year Period:

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fire Calls	86	88	131	118	92
Ambulance Calls	383	408	411	453	462
Total Calls	469	496	542	571	554



Training

Training Man Hours:	220.00
Duties & Responsibilities	5.50
Risk Management	1.00
Firehouse Software Training	13.00
Apparatus Check Procedures	88.00
SCBA Inspection & Care	11.00
General Driver Training	16.50
eMEDS Elite	12.00
Drug Box Inventory	9.00
Paramedic Class	18.00
Life-Pak 15	11.00
Ambulance Inventory	22.00
Fire Behavior	11.00
Officer Meeting	2.00
	<u>220.00</u>

Fire Prevention Bureau

Complaints Received	4
Conferences Held	16
Correspondence	11
Inspections Performed	5
Investigations Conducted	4
Plan Reviews	5

Personnel

Firefighter/EMT-P Scott E. Flaskamp was promoted to Equipment Operator/EMT-P on November 28, 2021.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for November, 2021



City of Cumberland Department of Police

Monthly Report
November 2021



City of Cumberland Department of Police

Monthly Report

November 2021

Part 1 Crimes for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Aggravated Assaults	242	147	B & E (All)	9	15	Murder	0	0	Rape	1	6
Robbery	6	2	Theft - Felony	1	1	Theft - Vehicle	2	2			

Selected Criminal Complaints for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Theft - Misdemeanor	13	21	Theft - Petty	25	7	Domestic Assaults	17	11	CDS	47	21
Disturbances	154	124	DOP/Vandalism	23	23	Indecent Exposure	3	1	Sex Off - Other	3	5
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	0	1
Trespassing	33	20	Assault on Police	5	3	Assault Other	32	26			

Selected Miscellenous Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alcohol Volations	0	3	Juvenile Compl.	31	14	Missing Persons	2	3	School Resource	181	254
School Threat	0	0	Sex Off. Regist.	9	3	Truancy	6	10	Death Investigation	8	8

Selected Traffic Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
DWI	10	6	Hit & Run	20	10	M/V Crash	57	57	Traffic Stop	156	378

Selected Service Calls for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alarms	51	33	Assist Motorist	26	26	Check Well-Being	99	93	Foot Patrol	24	28
Assist Other Agency	58	52	Bike Patrol	0	0	Special Events	4	10	Suspicious Activity	42	55

Current Incident Status for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Open	5	107	Arrest	211	178	Closed	2060	2076	Suspended	51	36



City of Cumberland Department of Police

Monthly Report

November 2021

Arrests Totals for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
M/V Citations	29	51	M/V SERO	5	3	M/V Warnings	125	331	Arrest on View Adult	43	24
Arrest On Crim. Cit.	19	8	Arrest Summons	26	24	Arrest Warrant Adult	43	41	Adult Crim.	132	98
Arrest Summon (Chrg)	23	18	Arrest Warrant (Chrg)	15	12	Juvenile Crim.	17	13	Arrest on View Juv	14	13
Arrest Warrant JUV	3	0	Emer. Petition	46	44	Fingerprinting	0	5	RunAway & Miss Per.	3	2
Civil Citation	1	1									

Total Incidents Reported :

2020	2021
2,327	2,397

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

NOVEMBER 2021

SWORN PERSONNEL: 46 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	9 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	1 officer
Academy	0 recruits

CIVILIAN EMPLOYEES: 6 full time, 9 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 773.75

COMP TIME USED: 260.75

SICK TIME USED: 340.25

YEAR TO DATE (beginning 07/01/21): 5029.125

YEAR TO DATE (beginning 07/01/21): 989.625

YEAR TO DATE (beginning 07/01/21): 775.75

OVERTIME REPORT

OVERTIME WORKED: 375

HOSPITAL SECURITY: 54

COURT TIME WORKED: 240

YEAR TO DATE (beginning 07/01/21): 1325

YEAR TO DATE (beginning 07/01/21): 468.5

YEAR TO DATE (beginning 07/01/21): 1871

File Attachments for Item:

. Utilities Division monthly report for November, 2021

[illegible]

Pipe Technicians

[illegible]

Watershed

Hauled dirt from Fayette Street main line job to Uhl Hwy (several days)

Moved excavator from dam to bull pen for sewer dept

Hauled stone to Fayette Street main line job (several days)

DOT training with Brody Anderson

Cleaned out bin & hauled to Uhl Hwy

Cleaned out #380

Took Christmas tree to mall

Assisted on Fayette St - several days

Projects

Projects

GRAND TOTAL

1061

November 2021 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Mowed Rt. 28 ditch, West Levee ditch, narrows, viaduct, Dentist Office, Furlows,

Bull pen, moose, Kelly Blvd. mill race, Rt. 28 levee, West levee, and mowed all fields.

Cut brush around manhole @ Evitts Creek

Cut brush around outfalls @ West levee and Rt.28 Levee

Preform other maintenance work as required

SEWER BRANCH

Calls answered	11
Service lines opened	1
Owner's trouble	10
Traced lines/main	152
Mains Repairs/ Replace	1
Sewer taps installed/replaced	0
Cleaned catch basins	11
Cleanouts installed	0
Televised sewer mains	0 FEET
Televised sewer lines	2
Call outs/ overtime	16 callouts/ 28 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	2,210 Feet

Gallons of water used	11,500 Gals.
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605 Vac-con truck	4,000 Gals.
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608 Flush truck	7,500 Gals.
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Safety meeting

Cleaned and flushed catch basins and lines (water main Break)

Thompson @ Gephart cleaned catch basin

Newsomes Bull pen @ Rudd Ln. (9 loads of stone)

919 Shades Ln. repaired sewer main

502 Regina Ave. cleaned drains in front of house

225 Virginia Ave. cleaned storm drain

807 Maryland Ave flushed and cleaned sewer main

Cleaned storm drains at service center

Fayette St. camera main and flushed (water break)

917 Kent Ave camera storm mains all opened

Checked CSO sites

Hydro 5 sites (water)

Hydro 1 site (sewer)

File Attachments for Item:

1. Approval of the Work Session Minutes of August 31, 2021, and the Work and Closed Session Minutes of September 7 and 21, 2021

Mayor and City Council of Cumberland

WORK SESSION

City Hall Council Chambers
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, August 31, 2021
4:30 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini

ALSO PRESENT: Ken Tressler, Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, City Engineer

Media: Greg Larry, Cumberland Times-News; Brian Gowans, WCBC Radio

I. PUBLIC MEETING AGENDA REVIEW – DRAFT OF SEPTEMBER 7, 2021

Mayor Morriss reviewed the Reports and Minutes, and called for questions or comments. Being none, Mr. Cohen reviewed the first two ordinances, with Mr. Tressler reviewing the remaining two:

Ordinance No. 3896 (*1st Reading*) - to repeal and re-enact with amendments Article II of Chapter 14 pertaining to noise nuisances.

Mr. Cohen advised that the existing ordinance is dated, and extremely subjective, and added that the goal was to set up objective standards subject to measurement rather than individual whim.

Ordinance No. 3897 (*1st Reading*) - amending Section 11-93 of the City Code to except indoor shooting ranges from the general prohibition against the discharge of firearms in the city

Mr. Cohen advised that this ordinance will make an exemption to allow shooting ranges in the City.

Ordinance No. 3898 (*1st Reading*) - authorizing execution of a deed to convey surplus property at 455 Baltimore Avenue to Andrea C. Moore for the amount of \$3,111 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this property was bid on at Surplus Sale II, and was a rehab property. He added that they have been working on getting the reverter cause in place, and said it's now complete, so that the property can be conveyed.

Ordinance No. 3899 (*1st Reading*) - authorizing execution of a deed to convey surplus property at 424 Goethe Street to Sandesh Sreenivas for the amount of \$1,200 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this ordinance is the same as the previous one, and said it's a rehab property as well, with a reverter clause to insure that the property is rehabilitated within two years.

Mr. Tressler reviewed the Orders on the Consent Agenda:

Order 26,863 - granting a residential Special Taxing District exemption of \$372.59 to Robert and Rosario Chevez for 47 Baltimore Street for the tax years 2020-2021; and \$640.16 to JoAnn Circosta for 107 S. Centre Street for the tax years 2021-2022.

Mr. Tressler advised that this is a tax exemption for the residential portion of the properties.

Order 26,864 - declaring certain computer equipment to be surplus property (3 Samsung 50" plasma monitors, and 1 Samsung 42" plasma monitor) and authorizing them to be scrapped or e-cycled.

Mr. Tressler advised that this is the old equipment from the Council Chambers.

Order 26,865 - declaring a 1990 580K Backhoe (VIN: G0028571) surplus and authorizing it for scrap, sale or trade-in.

Mr. Tressler advised that the old backhoe will be traded in to purchase a new one.

Order 26,866 - authorizing execution of a Memorandum of Understanding with the Allegany County Board of Elections outlining terms for their use of the City Hall Council Chambers as an alternate election office during peak election periods in the event of an emergency, effective July 1, 2021.

Mr. Tressler advised that this allows the County to utilize the Council Chambers in case of an emergency during elections.

Order 26,867 - authorizing the City Solicitor and the City's opioid case attorneys to cast bankruptcy plan ballots for plan approvals and rejections, as recommended by the City's attorneys.

Mr. Tressler advised that there are several potential settlements, and this order allows the City to take advantage of those settlements through the Solicitor's and case attorney's ballots.

Order 26,869 - approving the Evitts Creek Water Company's (ECWC) execution of a Public Access Program Cooperative Agreement with the PA Game Commission (PAC) providing terms by which ECWC land is made available to public use for hunting and, in exchange, the PAC patrols the land, provides law enforcement, and is granted certain right of entry and wildlife and habitat development rights.

Mr. Tressler advised that the City allows hunting at the property at the watershed, and said that this agreement makes the PA Game Commission take responsibility for policing and providing patrols.

Mr. Cohen advised on another order to be added to the Agenda: a Donation Agreement to be executed for 471 Goethe Street. He advised that they were able to get the current property owners to come by and sign the agreement, and added that he has already had the deed executed.

II. MAYOR AND CITY COUNCIL UPDATES

Councilman Frazier advised that he had been out of town and wasn't able to attend the last WMSR meeting, but said the new Executive Director was doing a good job. Mayor Morris advised that he was bringing new enthusiasm and new ideas, and added that the Ice Cream Train has sold out every ride. He talked about the Pumpkin Patch Train, where everyone gets their own pumpkin, and said the Scenic Railroad is bringing different things in for local people, and is getting the community involved.

Councilman Bernard spoke a response email from the Community Trust people. Mayor Morris advised that he spoke to Lee Borrer, Senior Community Development Specialist, and said he thinks they're going to be able to get it worked out.

The Mayor advised that he met with the skateboard group yesterday, and said they are still talking locations, and said they are looking for a place downtown. He stated that they had some good conversations, and said that the group needs to look at options and be open, but said he understands why they prefer downtown. He advised that if they can't find a place downtown, there's always Constitution Park, and added that although it's not the group's number one choice, they are still enthusiastic.

Councilman Cioni advised that Let's Beautify Cumberland had their kick-off luncheon, and said they have a couple of really unique projects, with one of the projects being a designed obelisk for Liberty Park that they are considering, and said they are deciding on 25 feet or 40 feet for the obelisk. The Councilman added that they will take a tour of the park and discuss input for beautification.

Mayor Morris advised that several members of M&CC were at Allegany College for correctional training last week, and said the opioid town hall meeting also took place with some of them attending.

Councilwoman Marchini advised that today was officially Jane Gates Day, the 150th anniversary of her signing the deed to her house on Greene Street. She also advised that she is working on preparing an RFP for the Historic Preservation Plan, and also working on revising the tax credit ordinance. The Councilwoman said that she had a good conversation with the DDC about coordinating events with the downtown and Canal Place. She also advised that the Baltimore Redesign Committee is going to do a walking tour of Merchants Alley next Wednesday at 10:00 a.m. to do a walk-through before construction on Baltimore Street begins, in order to look at where the main entrances for those businesses will be temporarily during construction. She added that there has been discussion about use of the parking lot there for dining, but said nothing has been finalized, as some restaurants feel that it would be hard to move serving to the back because of the way they are situated, and it will be hard to get meals out that way.

Mayor Morris advised that they may be able to get the Preservation Plan on next week's agenda, and asked the Councilwoman to discuss it with Mr. Tressler.

Mr. Tressler spoke about Hurricane Ida remnants heading towards Cumberland, and said there are varying predictions about flooding. He advised that staff met today, and said Chief Ternent was

really impressed with all the contingency planning being done throughout the departments. He added that the Fire Department has their water rescue apparatus ready, and said other departments are prepared to be activated if need be. Mayor Morriss expressed how pleased he was, and noted that emergency preparedness always has to be on the front burner with a potential event like this.

Brian Gowans from WCBC Radio inquired about the deadline for the applications for City Administrator, and asked if the City will be releasing the names of candidates. Mayor Morriss advised that the deadline is September 3rd, and replied that they will not be releasing names.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 4:52 p.m., with Councilwoman Marchini making a motion to move into Closed Session, seconded by Councilman Frazier, and was passed on a vote of 5-0.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

WORK SESSION

City Hall Council Chambers
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, September 7, 2021
5:00 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Richard Cioni, and Laurie Marchini. Council Member Eugene Frazier was absent at the beginning of the meeting, and entered at 5:10 p.m.

ALSO PRESENT: Ken Tressler, Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

Media: Greg Larry – Cumberland Times-News; Brian Gowan – WCBC Radio

I. PUBLIC MEETING AGENDA REVIEW – SEPTEMBER 7, 2021

Mayor Morriss reviewed the Reports, Minutes, and Presentation on the agenda and called for any questions or comments. Being none, Mr. Tressler reviewed the New Business ordinances, up for their first readings:

Ordinance No. 3896 – to repeal and reenact with amendments Article II of Chapter 14 pertaining to noise nuisances.

Mr. Cohen advised that this ordinance rewrites the City's noise nuisance provisions, and moves away from subjective standards that are currently in the code, and provides objective standards that can be enforced, which are measurable by decibels. He added that this ordinance also contains provisions relative to shooting ranges.

Ordinance No. 3897 – amending Section 11-93 of the City Code to except indoor shooting ranges from the general prohibition against the discharge of firearms in the City.

Mr. Cohen advised that this ordinance enables shooting ranges to be excepted from the prohibition in place currently against firing guns in the City.

Ordinance No. 3898 – authorizing execution of a deed to convey surplus property at 455 Baltimore Avenue to Andrea C. Moore for the amount of \$3,111 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this ordinance includes terms to cause the property to revert back to the City should certain terms for rehabilitation not be met. He added that this was a property that was acquired and bid in Round II of the City's recent surplus property sales, and it being a rehab-able property is the reason for the reverter clause.

Ordinance No. 3899 - authorizing execution of a deed to convey surplus property at 424 Goethe Street to Sandesh Sreenivas for the amount of \$1,200 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this property also includes the reverter clause should certain terms for rehabilitation not be met.

Mr. Tressler reviewed the Orders on the Consent Agenda:

Order 26,863 - granting a residential Special Taxing District exemption of \$372.59 to Robert and Rosario Chevez for 47 Baltimore Street for the tax years 2020-2021; and \$640.16 to JoAnn Circosta for 107 S. Centre Street for the tax years 2021-2022.

Mr. Tressler advised that these STD exemptions are for the residential exemption relative to property in the special taxing district downtown, and are done every year.

Order 26,864 - declaring certain computer equipment to be surplus property (3 Samsung 50" plasma monitors, and 1 Samsung 42" plasma monitor) and authorizing them to be scrapped or e-cycled.

Mr. Tressler advised that this is the old equipment that used to be in the Council Chambers, and has been replaced.

Order 26,865 declaring a 1990 580K Backhoe (VIN: G0028571) surplus and authorizing it for scrap, sale or trade-in.

Order 26,866 - authorizing execution of a Memorandum of Understanding with the Allegany County Board of Elections outlining terms for their use of the City Hall Council Chambers as an alternate election office during peak election periods in the event of an emergency, effective July 1, 2021.

Order 26,867 - authorizing the City Solicitor and the City's opioid case attorneys to cast bankruptcy plan ballots for plan approvals and rejections, as recommended by the City's attorneys.

Mr. Tressler advised that the City is a participant in class action lawsuits against several big pharma companies, with settlements from individual companies, and this order authorizes the City Solicitor to cast votes.

Order 26,868 - accepting a \$25,000 award from the Certified Local Government Sub-grant for the purpose of completing a Preservation Plan. Matching funds in the amount of \$25,000 have been budgeted for this project in the General Fund.

Mr. Tressler advised that this plan will serve as an information document pertaining to property improvements in the Historic District.

Order 26,869 - approving the Evitts Creek Water Company's (ECWC) execution of a Public Access Program Cooperative Agreement with the PA Game Commission (PAC) providing terms by which ECWC land is made available to public use for hunting and, in

exchange, the PAC patrols the land, provides law enforcement, and is granted certain right of entry and wildlife and habitat development rights.

Mr. Tressler advised that this order will allow hunting on the watershed lands and will also give the PA Game Commission access to provide law enforcement to monitor that activity. He added that this is a renewal of an agreement the City has had for years.

Order 26,870 - authorizing execution of a Donation Agreement with Paula J. Barney and Donald T. Barney regarding the donation of 471 Goethe Street to the City.

Mr. Cohen stated that he has the deed, and said he will record it as soon as the donation agreement is signed.

Mr. Greg Larry asked how many applicants there were for Seth Bernard's soon to be open council seat. Mayor Morriss advised that there was a total of ten, and added it was a very good field to choose from.

Mr. Cohen advised that they just received a signed contract for the demolition of 309 Fayette Street, which is beside the Fayette Street Bridge.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:12 p.m., with Councilman Frazier making a motion to move into closed session, seconded by Councilman Bernard, and was passed on a vote of 5-0.

Another motion was made at 5:15 to move out of closed session and back into open session by Councilwoman Marchini, seconded by Councilman Bernard, and was passed on a vote of 5-0, to discuss laws regarding whether or not the names of candidates for City Council can be released to the public.

III. DISCUSSION: LAWS REGARDING CANDIDATES NAMES MADE PUBLIC

Mr. Cohen advised that he can't tell M&CC what it can or can't do, and said he can only advise on the laws so M&CC can make an informed decision whether to abide by it, or think there's an exception to it, etc.

Mr. Cohen stated that the last time he was asked about this issue he looked at the Open Meetings Act manual, published by the Maryland Attorney General, which has a provision he had provided to Council at the time, which said that in instances such as this - appointing potential vacancy on an elected or appointed position - you can't release the names of the applicants if it's something contained exclusively within their application.

Mr. Cohen stated that M&CC can decide if they want to release the names, and said that he likes the idea of sharing names, but there is this provision from the Attorney General.

Mayor Morriss advised that he has no issue with releasing the names, but said his concern was that they are going to review the potential candidates and discuss whether or not to interview all of them. He stated that if they release the names, and then not interview them all, it puts people not receiving an interview in a bad situation.

Councilwoman Marchini advised that last time, the applicants signed a waiver to release their names, and Mr. Cohen stated that can be done again, and said it's the path of least resistance. Councilwoman Marchini advised that all of Council has received criticism for not releasing the names of candidates, and wanted to go on record saying that due to the Open Meetings Act, it should not be done, and said it's not the M&CC trying to be secretive.

Mr. Cohen stated he would provide a copy of the manual specifics to the media if they want. Mr. Brian Gowan asked has it changed, with Mr. Cohen stating that it depends on how you do it, if there are open interviews, the candidates have the choice to attend or not, but said that there aren't many instances of this. Mr. Gowan asked when the selection would be finalized, with the Mayor responding by the middle of next week, hopefully.

At 5:23 p.m., a motion was made to move back into Closed Session by Councilman Frazier, seconded by Councilman Bernard, and was passed by a vote of 5-0.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, September 7, 2021; 5:23 p.m.

The Mayor and City Council convened in open session at 5:23 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) of the General Provisions Article of the Annotated Code of Maryland to discuss letters of interest received for the vacant City Council seat.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Bernard, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini.

ALSO PRESENT: Ken Tressler, Interim City Administrator; Mike Cohen, City Solicitor; Marjorie Woodring, City Clerk

Mayor and City Council of Cumberland

WORK SESSION

City Hall Council Chambers
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, September 21, 2021
5:00 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Eugene Frazier, Richard Cioni, and Laurie Marchini

ALSO PRESENT: Ken Tressler, Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Chief of Police Chuck Ternent; Joe George – Councilman-to-be; Morgan Alban, Engineering Consultant

I. PUBLIC MEETING AGENDA REVIEW – SEPTEMBER 21, 2021

Mayor Morriss reviewed the Reports, Minutes, Presentation, and Public Hearing on the agenda and called for any questions or comments. Being none, Mr. Tressler reviewed the five Unfinished Business ordinances, up for their second and third readings:

Ordinance No. 3896 (*2nd and 3rd Readings*) - to repeal and re-enact with amendments Article II of Chapter 14 pertaining to noise nuisances.

Mr. Tressler advised that this ordinance will provide objective ways to measure noise levels and nuisances.

Ordinance No. 3897 (*2nd and 3rd Readings*) - amending Section 11-93 of the City Code to except indoor shooting ranges from the general prohibition against the discharge of firearms in the city

Mr. Tressler advised that this was basically to allow the discharge of firearms in approved indoor shooting ranges.

Ordinance No. 3898 (*2nd and 3rd Readings*) - authorizing execution of a deed to convey surplus property at 455 Baltimore Avenue to Andrea C. Moore for the amount of \$3,111 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this property is from Surplus Property Sale II, and stated that it's separate from the group due to the reverter clause, it being a rehab property.

Ordinance No. 3899 (*2nd and 3rd Readings*) - authorizing execution of a deed to convey surplus property at 424 Goethe Street to Sandesh Sreenivas for the amount of \$1,200 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this property is also from Surplus Property Sale II, and due to it being a rehab with a reverter clause, it also has the same terms as the property in *Ordinance No. 3898*. He added that improvements have to be completed within two years.

Ordinance No. 3900 (*2nd and 3rd Readings*) - providing for the issuance and sale of \$7.3M of General Obligation Bonds to be issued under the State Local Government Infrastructure Financing Program to finance and/or refinance certain identified costs for (a) office equipment and information technology improvement, equipment and software; (b) new and/or replacement vehicles; (c) facility and infrastructure improvements; (d) street improvements; and (e) water system, sewer system and flood control improvements and equipment.

Mr. Tressler mentioned that this ordinance pertains to the Public Hearing this evening in the M&CC Regular Session.

Mr. Tressler reviewed the Orders on the Consent Agenda:

Order 26,871 - granting the following residential tax exemptions from the Special Taxing District levy for the 2021-2022 tax year: 45 N. Centre St., Rhee, \$618.64; 50 & 52 N. Centre St., Humbertson, \$300.73; and 43 & 45 N. Centre St., Humbertson, \$201.62.

Order 26,872 - authorizing the Chief of Police to accept the Allegany County Health Department's Overdose follow-up grant (DART) in the amount of \$5,000 which will allow CPD officers to partner with UMPC Western Maryland and the Allegany County Parole and Probation unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

Order 26,873 - authorizing the Fire Chief to accept a 2020 Assistance to Firefighters Grant Award in the amount \$198,000.00 with a City match of \$22,000, for the purchase of 30 self-contained breathing apparatuses and twenty (20) additional face pieces.

Mr. Tressler advised that this is a federal grant sponsored by the Bowling Green Fire Department.

Order 26,874 - authorizing the execution of Change Order No. 1 with Carl Belt, Inc. for the "Flood Control System Concrete Repairs Project" (1-13-FPM) for the hiring of a qualified industrial lead abatement subcontractor for the increased amount of \$39,000.00, bringing the current total contract price to \$187,650.00.

Mr. Tressler advised that lead was discovered in the trash gate at the Jaycee field flood control area and it required abatement of the lead. He added that this had been budgeted at \$250K, and added that a grant had been acquired for 75% of the total amount, allowing this to come in under budget even at the increased amount, and stated that the City's cost is \$48K.

Order 26,875 - authorizing execution of a Contract of Sale with H&H MDRP, LLC for the City's purchase of property at 309 Fayette Street (Tax Acct No. 06-027172) for the amount of \$ 2,500.00, and authorizing acceptance of the deed of transfer.

Mr. Tressler advised that this is a property acquisition associated with the Fayette Street Bridge project.

Order 26,876 - accepting the State Bid from Hertrich Fleet Services, Inc. for four (4) 2022 police vehicles at a total cost of \$147,068.00.

Mr. Tressler advised that the City is piggy-backing on a State Bid, which it has done several times in past years. He added that the total cost of these vehicles is approximately \$200K, as they still have to be outfitted with lights, computers, etc.

Order 26,877 - accepting the recommendation from the Cumberland Planning Commission to approve a Zoning Map Amendment (ZMA 21-01) to apply the Rehabilitation & Redevelopment Floating Zone (R&R) to property at 718 Frederick Street to re-establish a former local business/commercial use on the ground level for the establishment of a tattoo shop.

Mr. Tressler advised that the Floating Zone allows the City to re-establish a vacant commercial property back to commercial, that has reverted to residential due to becoming vacant or out of operation for more than 2 years. The Mayor advised that Ms. Alban had sent backup with photos of the property, and said that everything looked good.

Order 26,878 - accepting the proposal from Citgo Water in the total unit price not to exceed \$67,030.50 to supply various materials, including pipe, copper wire, and various hydrants and valve parts to be used for the Fayette Street water main replacement project.

Mr. Tressler advised that both Orders 26,878 and 26,879 are associated with an in-house water line replacement on Fayette Street. He added that a list of materials was sent out to several vendors and said each individual part was bid on, and said the project will take place as soon as materials are received.

Order 26,879 - accepting the proposal from Ferguson Waterworks in the total unit price not to exceed \$39,593.62 to supply various materials to provide a service connection from the water main to customer meter boxes as part of the Fayette Street water main replacement project.

Mr. Tressler advised that these two Orders, 26,878 and 26,879, are associated with an in-house water line replacement on Fayette Street. He added that a list of materials was sent out to several vendors and stated that each individual part was bid on.

Order 26,880 - granting the following residential tax exemption from the Special Taxing District levy for the 2021-2022 tax year: 33 N. Centre Street, Gusella/Sasaki - \$600.72.

Mayor Morriss advised Joe George that all of these items being discussed tonight had already been discussed ahead of time. Mr. George had a question regarding Mr. Adams signing the firefighters' grant, and was advised that Shannon Adams is interim Fire Chief at Bowling Green VFD as well.

II. MAYOR AND CITY COUNCIL UPDATES

Councilman Frazier advised that the Human Relations Commission cancelled their annual meeting and are moving their next meeting to November. He stated that prior to this they only had executive meetings due to Covid.

Mayor Morriss advised that the Allegany Museum Board cancelled their meeting also due to the Whiskey Rebellion event. He advised they are still getting numbers, but said it was very successful again this year. He added that the CASA Wine Festival and Heritage Days had a great weekend and were well-attended, even in light of Covid.

Councilwoman Marchini advised that the Downtown Development Commission, and Melinda Kelleher, Downtown Manager, are working on a mitigation plan for when construction starts for the Baltimore Street Town Center project. The Councilwoman added that they want to have a Town Hall Meeting with property owners and businesses downtown. She added that since the Halloween Parade is on, and said Ms. Kelleher will contact business owners downtown to see if they want kids to come by.

Councilwoman Marchini stated that they are looking for a Fall Marketing Intern, and noted that they specifically would like a Junior or Senior in college. She added that their new website should start this month, and said that a Quilt Walk was on for this month. The Councilwoman also mentioned that the HPC Preservation Plan funding was accepted, and said they are looking to complete the plan, and are hoping to engage the public. She also advised that Kathy McKenney, Community Development Program Manager, will be taking a leave of absence for a while.

Mayor Morriss advised that there was a meeting held today to discuss parking downtown, and said they discussed re-routing parking traffic during construction. He added that those working on the plan include him, Melinda Kelleher, Stu Czapski, Lt. Jim Burt, and Kevin Thacker.

Councilman Cioni advised on the Parks and Recreation Board, and said the Halloween Party for kids is not being held at the Park, but said they will be doing a Trick-or-Treat drive-thru, and noted that last year's was very successful. He added that regarding the skate board park, the group's primary pick for a site is Jaycee Field. He said that former Councilman Bernard had stated that from the group's standpoint, they have excluded Constitution Park.

Mr. Tressler advised that they have had some interest in 19 Frederick Street, said they are working with Matt Miller to create an RFP to issue, and have hopes of getting it out in the next week or so.

Councilman Frazier spoke about the East Side School site, and said it was amazing how far the construction has come.

Mayor Morriss advised that regarding the Maryland Avenue project, Ed Scott's footer construction team is in LaVale next Monday with a project that will take one week. He stated that the week after that they will be coming to Maryland Avenue, and said soon there will be some real movement out there.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:25 p.m., with Councilman Frazier making a motion to move into Closed Session, seconded by Councilwoman Marchini, and was passed on a vote of 4-0.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, September 21, 2021, 5:27 p.m.

The Mayor and City Council convened in open session at 5:27 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (7) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice regarding new legislation and its potential effect on police services.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier and Laurie Marchini.

ALSO PRESENT: Ken Tressler, Interim City Administrator; Mike Cohen, City Solicitor; Margie Woodring, City Clerk; Joseph P. George, Council Candidate; Charles Ternent, Chief of Police

File Attachments for Item:

. **Order 26,924** - authorizing the execution of an Easement Agreement with the Kensington Algonquin, LLC, and Cumberland Senior Partners, LLC, granting the City a one-year temporary construction easement and a permanent construction easement to facilitate the rehabilitation of the Baltimore St. Bridge

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,924

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor be and is hereby authorized to execute an Easement Agreement by and between the Mayor and City Council of Cumberland and Kensington Algonquin, LLC and Cumberland Senior Partners, LLC whereby Kensington Algonquin, LLC and Cumberland Senior Partners, LLC grants the City a Temporary Construction Easement and a Permanent Construction Easement to facilitate the rehabilitation of the Baltimore Street Bridge.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 12/21/2021

Key Staff Contact: Robert Smith, PE

Item Title:

Easement Agreement with Kensington Algonquin LLC and Cumberland Senior Partners LLC

Summary of project/issue/purchase/contract, etc for Council:

An order to allow the Mayor and City Council of Cumberland to enter into an Easement Agreement with Kensington Algonquin LLC and Cumberland Senior Partners LLC to provide a permanent and temporary easement for the purposes of rehabilitating the Baltimore Street Bridge. The easement is necessary in order to repair sidewalks and a retaining wall that is on the Kensington's property. The easement was procured in accordance with State regulations and the cost of the easement is \$1,765.

Amount of Award: \$1,765.00

Budget number: Not budgeted

Grant, bond, etc. reference: City Funds

THIS EASEMENT AGREEMENT (“Agreement”), made this _____ day of _____, 2021, by and between **KENSINGTON ALGONQUIN LLC** (“KA”), a Nevada limited liability company and **CUMBERLAND SENIOR PARTNERS LLC** (“CSP”), a Wyoming limited liability company, the said KA and CSP hereinafter collectively referred to as “Grantors” and **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the “City”), a Maryland municipal corporation.

RECITALS

WHEREAS, CSP owns the real property and improvements thereon located at 1 Baltimore Street, Cumberland, MD 21502 and described in the deed from Countryhouse LLC to it dated December 1, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2346 Page 453, identified as Allegany County Tax ID No. 06-003265, and KA owns the real property and improvements thereon described in the deed from Nadeane A. Gordon f/k/a Nadeane A. Gurley to it dated October 12, 2016 and recorded among the aforesaid Land Records in Book 2250, Page 497, which is adjacent to the parcel owned by CSP and is identified as Allegany County Tax ID No. 06-041752, the said parcels of real property and improvements thereon hereinafter collectively referred to as the “Property”; and

WHEREAS, the bridge on the south side of the Property (commonly known as the Baltimore Street Bridge and hereinafter referred to as the “Bridge”) has reached the end of its useful life and needs to be replaced and reconstructed; and

WHEREAS, the City requires certain temporary easements and permanent easements over, on and under the Property in order to perform the work; and

WHEREAS, this Agreement identifies those easements applicable to the Property and sets forth their parameters.

WITNESSETH

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) paid by the City unto the Grantors and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant, give and convey unto the City, its successors and assigns, the easements described hereinafter as follows:

1. **Temporary Construction Easement.** The Grantors grant, give and convey to the City, its successors and assigns, temporary easements (hereinafter, referred to as the “Temporary Construction Easement”) over, across and through the portion of the Property designated as the “Temporary Construction Easement” on the Easement Plat (the “Plat”) attached hereto and incorporated by reference herein for the purpose of laying out, constructing, reconstructing, removing, relocating, extending, widening, straightening, grading, operating, maintaining and repairing the bridge and the appurtenances thereto and performing any and all tasks and actions as an incident thereto (all of which are hereinafter referred to as “Construction Activities”). This easement shall terminate one (1) year after the date of the completion of the construction of the Bridges.

2. **Permanent Construction Easement.** The Grantors grant, give and convey to the City, its successors and assigns, in perpetuity, an easement (the “Permanent Construction Easement”) over, in, through and under the portion of the Property designated as the “Permanent Construction Easement” on the Plat for the purpose of performing Construction Activities. The area of the Permanent Construction Easement shall expand to include the land of the Temporary Construction Easement in the event any of the foregoing work needs to be performed after the

date of this Agreement.

3. **Access Easements.** Notwithstanding anything to the contrary herein, the Grantors grant, give and convey to the City the rights and privileges of ingress, egress and regress over and upon the Property, in perpetuity, for the purpose of accessing the Temporary Construction Easement and Permanent Construction Easement.

Covenants and Agreements Applicable to Easements

The parties hereto covenant and agree that the following terms and provisions shall apply with respect to the easements hereinbefore granted (collectively, the "Easements"), the said covenants and agreements being deemed to touch and concern the land and run with it:

1. Upon the completion of Construction Activities on the Property in the area of the Easements, the City shall cause all construction debris to be removed from the Property and, subject to applicable law, shall cause the ground disturbed by the aforesaid Construction Activities to be reseeded, to the extent necessary, and contoured to flow with and match the surrounding area.
2. In the event any improvements on the Property are damaged as a result of Construction Activities, they shall be returned to as good or better condition than they were in before the commencement of Construction Activities.
3. In the event it is necessary to alter the path of the Bridge in order to comply with applicable laws, regulations or permits or where conditions in the field or other conditions beyond the control of the City render it impractical or impossible to locate the Bridge where shown on the Plat such that the location of the aforesaid

Easements need to be adjusted, the City shall have the right to alter the aforesaid Easements as close as is practicable to their original location, due consideration being given to the Grantors' desires with respect to the same. In the event it is necessary to alter the location of the aforesaid Easements, upon the request of the City, the Grantors shall execute an amendment to this Agreement showing the manner in which it was relocated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and their seals hereunto affixed, all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

KENSINGTON ALGONQUIN LLC

By: _____ (SEAL)
Signature

Richard Westin (SEAL)
Printed name

MANAGER (SEAL)
Title

CUMBERLAND SENIOR PARTNERS LLC

By: _____ (SEAL)
Signature

Richard Westin (SEAL)
Printed name

MANAGER (SEAL)
Title

STATE OF California,
COUNTY OF Contra Costa, TO WIT:

I HEREBY CERTIFY, that on this 3 day of December, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard Westin, known and/or satisfactorily identified to me, the manager of Kensington Algonquin LLC, a Nevada limited liability company, and acknowledged the foregoing instrument to be the act and deed of the aforesaid limited liability company and made oath that he/she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.


Notary Public

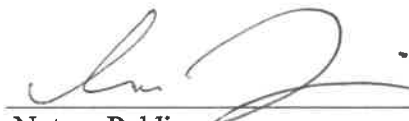
My commission expires: May 19, 2022



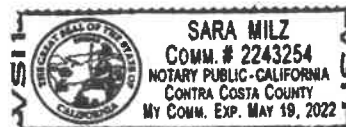
STATE OF California,
COUNTY OF Contra Costa, TO WIT:

I HEREBY CERTIFY, that on this 3 day of December, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard Westin, known and/or satisfactorily identified to me, the manager of Cumberland Senior Partners LLC, a Wyoming limited liability company, and acknowledged the foregoing instrument to be the act and deed of the aforesaid limited liability company and made oath that he/she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.


Notary Public

My commission expires: May 19, 2022



DESIGNATION OF FACILITY RESPONSIBILITY

Licensed facilities are required to have an authorized person continuously present at the facility during operational hours to represent the facility and to accept licensing reports. Licensees shall use this form to delegate the above authority to appropriate staff. Applicants/licensees who are corporations shall attach board resolutions authorizing this delegation.

Facility Name Granite Bay CountryHouse, LLC Date 11/29/21

Facility Number 312700033

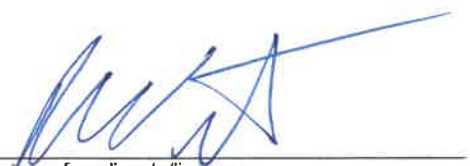
Facility Address 8485 Barton Rd Phone 916-899-6565

City Granite Bay County Placer

In the event of my absence I designate Janelle Lopez NAME. He/She is authorized to receive any documents including reports of inspections and consultations, accusations and civil and administrative processes on my behalf at the above-named facility.

When delegating authority to appropriate staff, Residential Care Facilities for the Elderly shall comply with CCR Title 22, Division 6 Section 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Section 101215.1 and other licensed facilities shall comply with CCR Title 22, Division 6 Section 80064.

I (We) shall notify the licensing agency, in writing, within 10 days of any change in the above authorization.


Signature of applicants/licensees

Mmayer
Title

25 Avenida de Orinda
Address

Orinda, CA. Contra Costa 94563
City County Zip

File Attachments for Item:

. **Order 26,925** - accepting a FY21 Dept. of Justice COPS Hiring Grant in the amount of \$375,000 to hire 3 police officers and partially pay their salary and benefits for 3 years

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,925

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT the City Administrator and the Chief of Police be and are hereby authorized to accept a FY21 Department of Justice COPS Hiring Program Grant in the amount of Three Hundred Seventy-five Thousand Dollars and No Cents (\$375,000.00) to hire three (3) police officers and partially pay their salary and benefits for three (3) years.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 21, 2021

Agenda Item Number: FY21 COPS Grant

Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY21 COPS Grant

Summary:

Authorize the City Administrator and Chief of Police to accept a Department of Justice COPS Hiring Program grant in the amount of \$375,000 to hire three police officers and partially pay their salary and benefits for three years.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$375,000

✓ Award Letter

November 18, 2021

Dear Chuck Terment,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CUMBERLAND, CITY OF for an award under the funding opportunity entitled 2021 FY 21 COPS Office Hiring Program Solicitation . The approved award amount is \$375,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

File Attachments for Item:

. **Order 26,926** - accepting a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of \$12,391 to be used to purchase weapons for use by the CPD, CERT, and the ACSO to support tactical missions in Cumberland and Allegany County

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,926

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT the Chief of Police be and is hereby authorized to accept a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of Twelve Thousand, Three Hundred Ninety-one Dollars and No Cents (\$12,391.00) to be used to purchase weapons for use by the Cumberland Police Department, the Cumberland Emergency Response Team, and the ACSO to support tactical missions in Cumberland and Allegany County.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 21, 2021

Agenda Item Number: FY21 Edward Byrne Memorial Justice Assistance Grant

Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY21 Edward Byrne Memorial Justice Assistance Grant

Summary:

Authorize the Chief of Police to accept the FY21 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$12,391.00 to be used to purchase weapons to be utilized by the Cumberland Police Department, the Cumberland Emergency Response Team and the ACSO to support tactical mission in Cumberland as well as Allegany County.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$12,391.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

✓ Award Letter

October 12, 2021

Dear Chuck Ternent,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CUMBERLAND, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$12,391.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

File Attachments for Item:

. **Order 26,927** - accepting the sole source purchase of road salt from Cargill, Inc. for an amount not to exceed \$200,000, with pricing obtained through the Statewide Contract

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,927

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Administrator be and is hereby authorized to approve the sole source purchase of road salt from Cargill Incorporated, 24950 Country Club Boulevard, North Olmsted, Ohio, 44070 for an amount not-to-exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00), with pricing obtained through the State bid process.

Raymond M. Morriss, Mayor

Budget: 001.057.36000

Council Agenda Summary

Meeting Date: December 21, 2021

Key Staff Contact: Brooke Cassell

Item Title:

Order accepting the Sole Source Purchase of Road Salt from Cargill Incorporated, 24950 Country Club BLVD, STE 450, North Olmsted, OH 44070 for the amount not to exceed \$200,000.

Summary of project/issue/purchase/contract, etc. for Council:

Requesting an order to accept the sole source purchase of road salt from Cargill Incorporated for an amount not to exceed \$200,000. Cargill Incorporated was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. As per the statewide contract the cost of the road salt plus delivery is \$82.27/ton for the contract term of September 1, 2021-August 30, 2022. The Mayor and Council previously approved the budget amount of \$175,000 in 001.057.36000 for snow removal chemicals. The purchase order is for \$200,000 to allow for overages, as we will spend only what is necessary.

Amount of Award: \$200,000

Budget number: 001.057.36000

Grant, bond, etc. reference:

CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF PUBLIC WORKS

December 15, 2021

Dear Mayor and City Council,

I recommend that we move forward with the Sole Source Purchase of Road Salt from Cargill Incorporated, 24950 Country Club Blvd, North Olmsted, OH 44070.

Cargill Incorporated was awarded the Statewide Contract for road salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. The statewide contract may be used by all state agencies, counties, municipalities and other eligible entities. The term of the contract is from September 1, 2021 through August 30, 2022. The road maintenance salt unit cost is \$82.27 per ton, which includes delivery cost. The FY22 approved budget amount for snow removal chemicals is \$175,000. The purchase order will be for an amount not to exceed \$200,000 to allow for overages due to the unexpected weather.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY F. SILKA

**PW OPERATIONS
MANAGER**

BROOKE CASSELL

Sincerely,



Brooke Cassell

Public Works Operations Manager



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258



Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Road Salt Sole Source Approval

3 messages

Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Wed, Dec 15, 2021 at 12:50 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Julie Hutson <julie.hutson@cumberlandmd.gov>


Jeff,

Please approve the sole source purchase of road salt from Cargill Incorporated. Cargill was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. As per the statewide contract the cost of the road salt plus delivery is \$82.27/ton for the contract term of September 1, 2021-August 30, 2022. Statewide Contract is attached for your reference.

Thank you,

Brooke

Brooke Cassell
Public Works Operations Manager
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755
email brooke.cassell@cumberlandmd.gov

 **1907_001 (1).pdf**
497K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Dec 15, 2021 at 12:54 PM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Cc: Julie Hutson <julie.hutson@cumberlandmd.gov>

Yes, I approve.

Jeffrey F. Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Wed, Dec 15, 2021 at 1:05 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Julie Hutson <julie.hutson@cumberlandmd.gov>

File Attachments for Item:

. **Order 26,928** - authorizing the execution of Change Order No. 1 to the existing Purchase Order (M&CC Order 26,623) for the new Sutphen Aerial Ladder Truck in the increased amount of \$2,500.89 for various minor adjustments to the specifications, bringing the total invoice for the truck to \$1,300,070.10

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,928

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 to the existing Purchase Order No. 2020-00001011 (Order No. 26,623) for the new Sutphen Aerial Ladder Truck, in the increased amount of Two Thousand, Five Hundred Dollars and Eighty-nine Cents (\$2,500.89) for various minor adjustments to the specifications, bringing the total invoice to One Million, Three Hundred Thousand Seventy Dollars and Ten Cents (\$1,300,070.10).

Raymond M. Morriss, Mayor

RECEIVED

DEC 14 2021

CUMBERLAND FIRE DEPT
OFFICE OF THE FIRE CHIEF

48 HR. ALERT

DATE: 12/8/2021
HS- 6814

SALES REP: Brandon McKenzie
CUSTOMER: Cumberland FD

ENGINEER: John

This truck is in the final stages of Production. I am prepared to invoice as follows:

One Sutphen Custom SPH 100 Aerial	\$ 1,297,569.21
Change order dated 6/30/20 revised 12/7/21	\$ 2,500.89
AMOUNT DUE	\$ 1,300,070.10

Notify me within 48 hrs to discuss any discrepancies you may have with this information.

**IF I DO NOT HEAR FROM YOU WITHIN 48 HOURS,
THIS TRUCK WILL BE INVOICED
AS DESCRIBED ABOVE.**

Judi Sutphen
Ext. 167

THIS IS ACCEPTABLE:

12/15/2021

(Sign and date)

THIS IS NOT ACCEPTABLE, I WILL CALL YOU:

W. Allen

(call me within 48 hours)

V: 191700
(001-043-64000)
\$1,300,070.10

Julie Davis

*Sutphen Corporation
P.O. Box 74008610
Chicago, Ill. 60674-8610*

RECEIVED

DEC 14 2021

CUMBERLAND FIRE DEPT
OFFICE OF THE FIRE CHIEF



P.O. Box 74008610

Chicago, Ill. 60674-8610

Customer: Cumberland Fire Dept.

HS #: 6814

Number of Units: 1

Change Order Date: 06/30/20

Latest Revision Date: 12/07/21

Sales Person: Brandon McKenzie

Coordinator: Johnathon Lambert

CHANGE ORDER

Original Contract Amount: \$1,297,569.21

ACTION	SUPPLIER	DESCRIPTION	UNIT PRICE	QTY	PRICE EXTENDED
* Revision 06/30/2020 *					
Delete	Sutphen	2.5" DISCHARGE, RIGHT - POSITION 4	\$1,159.51	1	-\$1,159.51
Add	Sutphen	2.5" DISCHARGE, RIGHT - POSITION 3	\$1,159.51	1	\$1,159.51
Delete	Sutphen	4" DISCHARGE, RIGHT - POSITION 3	\$2,142.58	1	-\$2,142.58
Add	Sutphen	4" DISCHARGE, RIGHT - POSITION 4	\$2,142.58	1	\$2,142.58
Delete	Sutphen	COVER FASTENERS, BUNGIE CORDS WITH ORANGE TAB	\$0.00	1	\$0.00
Add	Sutphen	COVER FASTENERS, METAL AIRPLANE LATCHES	\$227.59	1	\$227.59
* Revision 08/07/2020 *					
Delete	Sutphen	DELETE JACOBS ENGINE BRAKE	-\$1,258.89	1	\$1,258.89
Add	Sutphen	JACOBS ENGINE BRAKE	\$0.00	1	\$0.00

Add	Sutphen	DRIVER CONTROLLED DIFFERENTIAL LOCK-MERITOR (TANDEM)	\$2,319.02	1	\$2,319.02
Add	Sutphen	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED	\$0.00	1	\$0.00
Delete	Sutphen	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	\$0.00	1	\$0.00
Add	Sutphen	GUARD OVER PARKING BRAKE KNOB	\$60.12	1	\$60.12
Add	Sutphen	SPECIAL ITEM, SIDE DOORS ON EMS CABINET	\$166.58	1	\$166.58
Delete	Sutphen	DOUBLE CREW SEAT COMPT, OPEN FRONT	\$0.00	1	\$0.00
Add	Sutphen	SPECIAL ITEM, D2 OUTRIGGER SPOTLIGHTS	\$525.00	1	\$525.00
Delete	Sutphen	ALCO-LITE 18' ROOF LADDER	\$307.30	1	-\$307.30
Delete	Sutphen	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR GFI BREAKERS	\$423.13	1	-\$423.13
Add	Sutphen	CIRCUIT BREAKER PANEL WITH 16 SPACES FOR BREAKERS	\$779.36	1	\$779.36
Delete	Sutphen	SPECIAL ITEM, AIR HORN BUTTON TO BE ON PEDESTAL CONTROL BOARD	\$800.00	1	-\$800.00

* Revision 08/20/2020 *

Delete	Sutphen	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)	\$2,774.83	1	-\$2,774.83
Add	Sutphen	HANNAY ECR1616-17-18/4 REEL W/150' 10/4	\$3,297.80	1	\$3,297.80
Delete	Sutphen	ALLISON TOUCH PAD SHIFTER	\$0.00	1	\$0.00
Add	Sutphen	SPECIAL ITEM, ALLISON T-SHIFTER	\$0.00	1	\$0.00
* Revision 08/28/2020 *					
Delete	Sutphen	DRIVER CONTROLLED DIFFERENTIAL LOCK-MERITOR (TANDEM)	\$2,319.02	1	-\$2,319.02

Add	Sutphen	DEEP MUD/SNOW ON/OFF SWITCH ON DASH FOR ASR	\$144.93	1	\$144.93
* Revision 08/31/2020 *					
Delete	Sutphen	CIRCUIT BREAKER PANEL WITH 16 SPACES FOR BREAKERS	\$0.00	1	\$0.00
Add	Sutphen	SPECIAL ITEM, CIRCUIT BREAKER PANEL SQUARE D WITH 16 SPACES FOR BREAKERS	\$345.88	1	\$345.88
* Revision 08/11/2021 *					
Delete	Sutphen	BOOM SIGN, APPROX 115" X 12" FOR SPH & 110'	\$0.00	1	\$0.00
Add	Sutphen	SPECIAL ITEM, BOOM SIGN, APPROX 115" X 18" FOR SPH & 110'	\$0.00	1	\$0.00
* Revision 09/14/2021 *					
Add	Sutphen	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	\$0.00	1	\$0.00
*MODERATE CHANGES WILL CAUSE A DELAY IN THE DELIVERY OF YOUR APPARATUS					
CHANGE ORDER TOTAL (PER UNIT):					\$2,500.89
NEW CONTRACT AMOUNT:					\$1,300,070.10

ACCEPTED - The above prices of this Change Order are satisfactory and are hereby accepted.
Customer Signature: _____

Change order must be signed to amend the original contract.

Date of Acceptance: 12/15/2021

Y: 191700
(001-043-64000)
\$1,300,070.10
Julie Davis



Julie Davis <julie.davis@cumberlandmd.gov>

Change Order to New Ladder Truck for M&CC Action

4 messages

Julie Davis <julie.davis@cumberlandmd.gov>

Wed, Dec 15, 2021 at 10:37 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Shannon Adams <shannon.adams@cumberlandmd.gov>, Rachel Diehl <rachel.diehl@cumberlandmd.gov>

Good morning, Jeff.

Attached is a Change Order to the existing City Purchasing Order No. 2020-00001011 (M&CC Order No. 26,623) for our new Sutphen Aerial Ladder Truck, in an increased amount of \$2,500.89, for various minor adjustments to the specifications.

I will place this Change Order on the next Mayor & Council Agenda for authorization as the total invoice is now \$1,300,070.10.

Chief Adams is scheduled to go to Ohio for the final truck inspection on Monday, December 20, and a check should be presented to Sutphen Corporation upon inspection approval which is prior to the next M&CC Meeting. A request to Sutphen was made to mail or present the check at time of delivery of the new ladder truck. We are awaiting an answer. Due to Christmas Week, delivery may fall during December 27th week.

Also, approval is requested to transfer \$2,501.00 from FY22 Line Item 001-043-48400 (auto & truck repairs) to Line Item 001-043-64000 to cover this expense.

Please let us know.

Thank you.
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

 **SKM_C25821121510110 (1).pdf**
274K**Jeff Silka** <jeff.silka@cumberlandmd.gov>

Wed, Dec 15, 2021 at 10:42 AM

To: Julie Davis <julie.davis@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Shannon Adams <shannon.adams@cumberlandmd.gov>, Rachel Diehl <rachel.diehl@cumberlandmd.gov>

Approved.
Jeffrey F. Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Julie Davis <julie.davis@cumberlandmd.gov>

Wed, Dec 15, 2021 at 10:43 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Shannon Adams <shannon.adams@cumberlandmd.gov>, Rachel Diehl <rachel.diehl@cumberlandmd.gov>

12/15/21, 10:56 AM

City of Cumberland, MD Mail - Change Order to New Ladder Truck for M&CC Action

Thank you.

[Quoted text hidden]

[Quoted text hidden]

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Wed, Dec 15, 2021 at 10:54 AM

To: Lisa Terrell <lisa.terrell@cumberlandmd.gov>

Cc: Rachel Diehl <rachel.diehl@cumberlandmd.gov>, Julie Davis <julie.davis@cumberlandmd.gov>

Hi Lisa,

Please transfer:

\$2,501.00 from FY22 Line Item 001-043-48400 (auto & truck repairs) to Line Item 001-043-64000 to cover the additional expense on the fire truck.

Best regards,

Mark

[Quoted text hidden]

File Attachments for Item:

. **Order 26,929** - accepting the sole source quote from InSource Solutions to provide upgrades to the SCADA software system and enter into a 3-year Maintenance Service Agreement for both the Water Reclamation Facility and the Water Filtration Plant for the not-to-exceed cost of \$49,677.80

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,929

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the sole source quote from InSource Solutions, P.O. Box 72804, Richmond, VA, 23235, to provide upgrades to the SCADA software as well as enter into a three (3) year Maintenance Service Agreement for both the Water Reclamation Facility (WRF) and the Water Filtration Plant (WFP), for the purposes of maintaining the Wonderware program used to control the plant processes, in the not-to-exceed cost of Forty-nine Thousand, Six Hundred Seventy-seven Dollars and Eighty Cents (\$49,677.80) be and is hereby accepted.

Mayor Raymond M. Morriss

Budget: 002.230.65000 & 003.310.65000

Council Agenda Summary

Meeting Date: 12/21/2021

Key Staff Contact: Robert Smith, PE

Item Title:

WRF/WFP Insource Solutions Upgrade/Maintenance Agreement

Summary of project/issue/purchase/contract, etc for Council:

Sole source request to allow the Water Filtration Plant and Water Reclamation Facility to upgrade their SCADA software as well as enter into a Maintenance Service Agreement with InSource Solutions for the purposes of maintaining the Wonderware program used to control the plant process; in the not exceed cost of \$49,677.80. This agreement provides a three-year maintenance agreement and allows the existing software to be upgraded from the 2017 version to 2020.

The City standardized on Wonderware decades ago which is developed by AVEVA. InSource Solutions is the only authorized distributor in our area to provide the necessary software to operate our plants. Changing software would require the existing SCADA system to be reprogrammed and would be much more costly.

The annual cost breakdown for this agreement will be as follows:

Year 1: \$23,177.80

Year 2: \$13,022.00

Year 3: \$13,478.00

The agreement can be paid in full in lieu of annual payments.

The project is budgeted for this fiscal year. This project will be paid equally by the Water Filtration Plant and Water Reclamation Facility.

Amount of Award: \$49,677.80

Budget number: 002.230.65000 & 003.310.65000

Grant, bond, etc. reference: Water Funds

December 6, 2021

City of Cumberland
Robert Smith
57 North Liberty Street
City Hall
Cumberland, Maryland 21502

REF: Representation of AVEVA Operator Interface Products

This letter is to certify that Wonderware Southeast (aka InSource Solutions) is the only authorized distributor in the area of industrial operator interface products from AVEVA and the only company authorized by AVEVA to sell and support our products.

As the authorized distributor of AVEVA operator interface products in Maryland, Wonderware Southeast is the only authorized distributor in the area for City of Cumberland to purchase AVEVA software and support.



AVEVA industrial operator interface products may be procured and supported by contacting Wonderware Southeast. Please call me or anyone at Wonderware Southeast whenever we can be of service.

Sincerely,



Eric Talbott
AVEVA Software, LLC
Commercial Manager, North America
Ph: 949-639-8609

AVEVA Software, LLC
26561 Rancho Parkway South
Lake Forest, CA 92630 USA
Phone: +1 949 727 3200
Fax: + 1 949 727 3270

 [linkedin.com/company/aveva](https://www.linkedin.com/company/aveva)
 [@avevagroup](https://twitter.com/avevagroup)



[aveva.com](https://www.aveva.com)



804.378.8981 bdostie@insourcess.com www.insource.solutions

Aveva Flex Credit 3-year Maintenance Subscription

Item	Description	Price	Qty	Ext. Price
1 WSubAc-St -3-S	Wonderware Subscription Access-Customer FIRST Standard 3 Year - - Credits necessary to be able to duplicate existing architecture of 4 Development licenses and one Runtime with I/O license	\$22,171.00	1	\$22,171.00

Subtotal: **\$22,171.00**

Aveva 3-year Upgrades and Maintenance Agreement

*Optional

Item	Description	Price	Qty	Ext. Price
Wonderware Modernization Upgrade Special Pricing Prices as shown for any items in this section are inclusive of a pre-approved discount off Wonderware Software License Upgrades and two years of Customer First Software Maintenance. All items as quoted must be purchased to receive the pricing shown.				
CF- Standard- New	AVEVA Wonderware Customer FIRST - Standard Level Software Maintenance - Covers new licenses for a term of three years from date of purchase If invoicing annually, a multi-year contract would need to be signed. Annual pricing estimated below. <ul style="list-style-type: none"> • Year 1 - \$23,177.80 <ul style="list-style-type: none"> ◦ Version upgrades & reinstatement of software maintenance agreement. • Year 2 - \$13,022.00 • Year 3 - \$13,478.00 	\$49,677.80	1	\$49,677.80
2 DevStd-04- U-20	Upg, AVEVA Development Studio 2020 Unlimited, Unlim/60K/500 - s/n 1959679, 1959680, 1959681, 1959682		4	
3 InTch-06-U- 20	Upg, AVEVA InTouch HMI 2020 Workstation 60K Tag with I/O - s/n 1959683		1	

*Optional Amount: **\$49,677.80**

Training

Item	Description	Price	Qty	Ext. Price
A list of our Training Offerings can be found on our website at: https://insource.solutions/insource-training/ Our current Training Calendar can be found on our website at: https://insource.solutions/events/				



804.378.8981 bdostie@insourcess.com www.insource.solutions

AVEVA Upgrades & Maintenance Plan

Quote Information:

Quote #: 021913
Version: 5
Delivery Date: 12/07/2021
Expiration Date: 01/06/2022

Prepared for:

City of Cumberland
Robert Smith
57 North Liberty Street City Hall
Cumberland, MD 21502
robert.smith@cumberlandmd.gov
(301) 759-6601

Account Executive:



Richmond, VA
Berek Dostie
804.419.9146
bdostie@insourcess.com

Prepared by:

Richmond, VA
Melisa January
804.419.1353
mjanuary@insourcess.com

Quote Summary

Description	Amount
Aveva Flex Credit 3-year Maintenance Subscription	\$22,171.00
Total	\$22,171.00

*Optional Expenses

Description	Amount
Aveva 3-year Upgrades and Maintenance Agreement	\$49,677.80
Optional Subtotal	\$49,677.80

Taxes, Shipping, handling and other fees may apply. Your order will be pre-processed awaiting final processing after we receive your purchase order at orderentry@insourcess.com or by fax at 804.378.8970. We reserve the right to cancel orders arising from pricing or other errors.

In certain circumstances, tariffs may impact the pricing of products and services relied upon by ISS from its vendors. In such a case where a Quotation is affected by a tariff after its issuance, ISS reserves the right to withdraw its Quotation and offer a new Quotation based upon pertinent impacts of tariffs.

Payment Terms: Credit card

Signature _____

Date _____



804.378.8981 bdostie@insourcess.com www.insource.solutions

Delivery and Payment Terms

General Delivery Terms

Software/Maintenance:	3-5 Business Days for Electronic Delivery. <i>*Requests for physical delivery of software (when available) must be made at time of order.</i>
Hardware:	2-3 weeks for pre-built/off-the-shelf hardware 3-8 weeks for custom/build-to-order hardware 4-8 weeks after drawing approval for Strongarm build-to-order enclosures
Services:	Per Contract Agreement
Onsite Training:	Date to be negotiated after receipt of order, but generally no sooner than 30 days from date of order receipt
FOB:	Shipping Point – Freight is prepaid and added to invoice

Standard Payment Terms

NOTE: You may receive separate invoices for individual Products, Maintenance, Training, and/or Services

Products/Maintenance:	Net 30 Days from date of invoice with approved credit/credit limit
Training:	Pre-pay or payment of invoice prior to class attendance
Services:	Net 30 Days from date of invoice with approved credit/credit limit Time & Expense Services invoiced weekly as consumed Fixed Cost Services (including Ready to Go Services) invoiced 50% at time of order and 50% upon project completion Travel and Living Expenses billed separately and at cost

Remit to Address

InSource Solutions

PO Box 72804

Richmond, VA 23235

File Attachments for Item:

. **Order 26,930** - authorizing execution of Donation Agreements to convey to the City properties at 421 S. Central Ave., 439 Andrews Street (Central Ave.), 409 S. Central Ave., and 406-408 Goethe Street; authorizing acceptance of the deeds, and authorizing the City Administrator and City Solicitor authorize to execute documents necessary for the transfer

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,930

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor be and is hereby authorized to execute the following Donation Agreements:

<i>Address</i>	<i>Property Owner</i>	<i>Tax ID No.</i>
421 S. Central Avenue	Angela F. Growden	22-014293
439 Andrews Street (Central Avenue)	Rebecca A. Main	22-003917
409 S. Central Avenue	Rose M. Klink	22-015141
406-408 Goethe Street	Nathan Ryan Properties	23-007320

BE IT FURTHER ORDERED, that the City shall accept the deeds to effect transfer of said properties, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that should it be necessary to extend the date for any of the closings under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for the subject properties.

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Rose M. Klink** ("Donor") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, Donor owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Property":

Tax Id No. 22-015141 (409 S Central Avenue, Cumberland, MD 21502); described in the deed recorded in the Land Records of Allegany County, Maryland in Book 2100, Page 212; and

WHEREAS, Donor has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. **Appraisal.** Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Property, Donor warrants that she has, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to her failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. **Assignability.** This Agreement may not be assigned except by written agreement of the parties.

14. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Rose M. Klink
P.O. Box 125
Cumberland, MD 21501-0125

To the City:

Jeffrey Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and

commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. Waiver of Jury Trial. DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONORS AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

21. Modification. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

22. Joint Drafting. The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24. Signing by Facsimile or Other Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:



Marjorie A. Woodring,
City Clerk

 (SEAL)

Rose M. Klink

Dec 3, 2021
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

By: _____ (SEAL)
Raymond M. Morriss, Mayor

date

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Angela F. Growden** ("Donor") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date".

RECITALS

WHEREAS, Donor owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Property":

Tax Id No. 22-014293

421 S. Central Ave, Cumberland, MD 21502

Described in the deed recorded in the Land Records of Allegany County, Maryland in Deed Liber/Book 603, Folio/Page 524; and

WHEREAS, Donor has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. **Appraisal.** Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Property, Donor warrants that she has, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to her failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. **Assignability.** This Agreement may not be assigned except by written agreement of the parties.

14. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Angela F. Growden
917 Gay St., Apt. 917
Cumberland, MD 21502

To the City:

Jeffrey Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and

commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. **Waiver of Jury Trial.** DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONORS AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

21. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.


22. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.


24. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:



Marjorie A. Woodring,
City Clerk

 (SEAL)
Angela F. Growden

12-2-21
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

By: _____ (SEAL)
Raymond M. Morriss, Mayor

date

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Nathan Ryan Properties** ("Donor") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date".

RECITALS

WHEREAS, Donor owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Property":

Tax Id No. 23-007320 (406-408 Goethe Street, Cumberland, MD 21502); described in the deed recorded in the Land Records of Allegany County, Maryland in Book 2124, Page 475 and Book 2262, Page 192; and

WHEREAS, Donor has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by the City with or without notice to Donor.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. **Appraisal.** Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

(i) The amount of cash and a description (but not value) of any property other than cash contributed.

(ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).

(iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Property, Donor warrants that she has, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

10. **Taxes/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to them. If Donor fails to make full settlement or is in default due to her failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. **Assignability.** This Agreement may not be assigned except by written agreement of the parties.

14. Captions. The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

15. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Nathan Ryan Properties
18101 Oldtown Road, SE
Oldtown, MD 21555

To the City:

City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and

commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. Waiver of Jury Trial. DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONOR AND THE CITY, AND EACH OF THEM REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

21. Modification. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

22. Joint Drafting. The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24. Signing by Facsimile or Other Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

25. Affidavit. In signing this Agreement, Nathan Shryock and Ryan Shryock, in their capacity as individuals, declare and affirm under the penalties of perjury that Nathan Ryan Partners is a partnership and that they are its only partners.

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **REBECCA A. MAIN** ("Donor") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, Donor owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Property":

Tax Id No. 22-003917 (439 Andrews Street (Central Avenue), Cumberland, MD 21502); described in the deed recorded in the Land Records of Allegany County, Maryland in Book 546, Page 50; and

WHEREAS, Donor has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.
2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.
3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. **Appraisal.** Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Property to the City upon the completion of closing.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Property, Donor warrants that she has, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to her failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. **Assignability.** This Agreement may not be assigned except by written agreement of the parties.

14. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Rebecca A. Main
410 Winner Street
Cumberland, MD 21502

To the City:

City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable

with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. Waiver of Jury Trial. DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONORS AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

21. Modification. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

22. Joint Drafting. The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24. Signing by Facsimile or Other Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:



(SEAL)

Rebecca A. Main

10/13/2021
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

date

File Attachments for Item:

. **Order 26,931** - authorizing a payment of \$17,500 to the Allegany County Commissioners as the City's contribution towards the County's one-year consulting services contract with Atkinson Eco, LLC, for the project management of the Canal Place River Park Project

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,931

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Comptroller be and is hereby authorized to pay the Allegany County Commissioners the sum of Seventeen Thousand, Five Hundred Dollars (\$17,500) as the City's contribution towards the County's one-year consulting services contract with Atkinson Eco, LLC, for project management of the Canal Place River Park Project.

Raymond M. Morriss, Mayor



**Allegany County Finance
Office**
701 Kelly Road
Cumberland, MD 21502

\$35 fee on checks returned
for insufficient funds.
1.5% monthly interest
charge on unpaid balance
after due date.

M-12/13/21

INVOICE

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
MAYOR AND CITY COUNCIL	12/07/2021	3119	\$0.00	01/06/2022	\$17,500.00		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
Cumberland Dept 1465 CONSULTING SERVICES	1.00	\$17500.000000	YR	\$17,500.00	\$0.00	\$0.00	\$17,500.00
Invoice Total:					\$17,500.00		

City of Cumberland's total portion of consulting services paid to Atkinson Eco, LLC., related to project management of the Canal Place River Park Project for one-year beginning on June 22, 2021

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



**Allegany County Finance
Office**
701 Kelly Road
Cumberland, MD 21502

\$35 fee on checks returned
for insufficient funds.
1.5% monthly interest
charge on unpaid balance
after due date.

INVOICE
Remit Portion
12/07/2021

Invoice Date
Invoice Number 3119
Customer Number 3112
Amount Paid

Due Date	01/06/2022
Invoice Total Due	\$17,500.00

MAYOR AND CITY COUNCIL
57 N Liberty Street
Cumberland, MD 21502

**Please include Invoice Number on your check.
Make Checks Payable To: Allegany County
Commissioners**

File Attachments for Item:

. **Order 26,932** - authorizing execution of a Non-Endowed Restricted Fund Agreement with the Community Trust Foundation, Inc. regarding the establishment of the City of Cumberland Skatepark Task Force Fund, to be used to provide financial support for the creation of a skatepark in the City, and authorizing a City donation of \$10,000 to launch the fund

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,932

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor be and is hereby authorized to execute a Non-Endowed Restricted Fund Agreement with the Community Trust Foundation, Inc., regarding the establishment of the City of Cumberland Skatepark Task Force Fund, to be used to provide financial support for the creation of a skatepark in the City, and authorizing a City donation of \$10,000 to launch the fund.

Raymond M. Morriss, Mayor



Community Trust Foundation
FOR GOOD ~ FOREVER

**COMMUNITY TRUST FOUNDATION, INC.
NON-ENDOWED RESTRICTED FUND AGREEMENT**

THIS AGREEMENT is made the ____ day of _____ between THE COMMUNITY TRUST FOUNDATION, INC., ("CTF"), a not-for-profit Maryland corporation and foundation as defined by section 501(c) 3 of the Internal Revenue Code, and the Mayor and City Council of Cumberland ("Donors") to create a Non-Endowed Restricted Fund ("Fund") of CTF. All persons and organizations making contributions to the Fund shall be bound by the terms of the Agreement. This Agreement shall be interpreted under the laws of the State of Maryland.

1. Name of the Fund

The name of the Fund established by the founding Donors will be the City of Cumberland Skate Park Task Force Fund. Any recipients of benefits from the fund shall be advised that such benefits are from the Fund.

2. Property of the Fund

CTF acknowledges receipt of 10,000.00 as the initial property of the Fund. This gift is irrevocable as are any future donations to CTF related to the Fund. CTF may at its discretion accept additional contributions to the Fund from persons or entities other than the founding Donors

3. Characteristics of the Fund

The Fund shall be a component part of CTF as defined in section 1.170-A-9(e)(11) of the Internal Revenue Regulations. CTF shall hold, manage, invest and reinvest the Fund, shall collect the income, and shall make disbursements from the Fund exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation, the by-laws, and rules and regulations governing CTF. The assets which establish this fund and the future value of these assets will be permanently reserved for the charitable purposes of the community by giving the Board of Trustees of CTF the power to: (a) receive additional gifts to the Fund from any source, or reject gifts in accordance with CTF's Gift Acceptance Policy and Investment and Spending Policy; and (b) modify fund restrictions and conditions through the exercise of its variance power. Such power shall include the right to (i) modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations, if in the sole judgment of the Board of Trustees (without the approval of any participating Trustee, Custodian or Agent), such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the CTF geographic service area; and (ii) to replace any Trustee, Custodian or Agent for breach of fiduciary duty under the laws of the State of Maryland.

4. Purpose of the Fund

The purpose of this Fund shall be to provide financial support for the creation of a skateboard park in Constitution Park in the City of Cumberland, Maryland.

5. Disbursements from the Fund

Income and principal from the Fund shall be distributed to the Mayor and City Council of Cumberland no more than four times per year in support of the **creation of a skateboard park in**



Community Trust Foundation
FOR GOOD ~ FOREVER

the City of Cumberland, Maryland consistent with the general charitable purposes and Spending Policy of CTF as approved by the Board of Trustees. The minimum disbursement amount is \$250.

6. Inactive Funds

All Funds shall remain active regarding distributions. Any Funds that are inactive for a two-year period or have a balance below \$10,000 will be subject to the policies and guidelines adopted by the Board of Trustees of CTF. If insufficient funds are raised to support the skate park or if, for any reason, the City does not pursue the development of the skate park, all remaining funds will be used at the discretion of the Parks & Recs for nontraditional sports activities which exclude football, basketball, and baseball.

7. Investment of the Fund

CTF and the members of the Board of Trustees, while acting in good faith, and in the absence of willful default or gross negligence, shall not be liable or held responsible for any loss or depreciation in the value of the Fund resulting from any of the investments or reinvestments made pursuant to the powers herein granted. CTF has exclusive control over the investment and reinvestment of the Fund. Assets of the Fund may be commingled for purposes of investment with other assets of CTF.

8. CTF as Owner of the Fund

The Fund shall be the property of CTF and owned by it in its normal corporate capacity. In such capacity, CTF shall have exclusive control of Contributions to the Fund, the investment return derived there from, and any distributions from the Fund subject to the terms of this Agreement.

9. Compensation to CTF

As compensation for its services, CTF shall receive an administrative fee based on its Administrative Fee Schedule as approved by the Board of Trustees. This fee is collected quarterly from the fund. Costs such as commissions paid in the purchase or sale of the Fund assets and investment management fees are charged directly to the Fund.

IN WITNESS WHEREOF, the founding Donor and CTF have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOUNDING DONOR (s)

Mayor and City Council of Cumberland
By Raymond M. Morriss, Mayor

Date

COMMUNITY TRUST FOUNDATION, INC.

President

Date

File Attachments for Item:

. **Order 26,933** - abating taxes and utilities on City-owned properties obtained through tax sale foreclosure: 309 S Cedar St., 14 W. First Street., 443 Columbia Street., 105 Grand Avenue, 107 Springdale Street, 109 Springdale Street

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,933

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the taxes and utilities on the following City-owned properties obtained through tax sale foreclosure be and are hereby abated:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Utilities
309 S. Cedar Street	04-015460	2014-2021	\$ 2,378.93	\$ 421.67
14 W. First Street	04-006992	2014-2021	1,084.91	0.00
443 Columbia Street	05-016290	2016-2021	572.32	164.01
105 Grand Avenue	04-016467	2014-2021	5,599.46	459.04
107 Springdale Street	04-030028	2015-2021	552.93	1,234.62
109 Springdale Street	04-008758	2015-2021	159.53	0.00
Totals			\$ 10,348.08	\$ 2,279.34

Raymond M. Morriss, Mayor

City of Cumberland **Live**
11/08/21

PROPERTY TAX SYSTEM

TA0080S1

Documents Exist

Inquiry

Prop#...: 04-015460
Owner...: SHRYOCK MARK
Address: 309 S CEDAR ST
Mail To: SHRYOCK MARK
623 QUEBEC AVE
CUMBERLAND

MD 21502-

Phone...:

School Dist.: CUMB SCHLS
F22=Add'l Info
Payoff Date : 11/08/2021
Total Billed: 9,820.68
Tot. Dsc App: .00
Total Paid...: 5,344.99
Total Due W/SC: 4,475.69

Enter Option: _

F3=Exit

									Remaining
X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Balance
-	2021	1	1	202106560	297.01	.00	11.88	.00	308.89
-	2020	1	1	202060534	296.66	.00	83.02	.00	379.68
-	2019	1	1	201906530	296.66	.00	154.18	.00	450.84
-	2018	1	1	201806535	296.66	.00	225.34	.00	522.00
-	2017	1	1	201760517	311.49	.00	311.50	.00	622.99
-	2016	1	1	201606522	283.83	.00	352.16	.00	635.99
-	2015	1	1	201506531	283.83	.00	420.32	.00	704.15
-	2014	1	1	201406506	312.79	.00	538.36	.00	851.15

Taxes

2014 to 2021

Water

421.47

297.01+
296.66+
296.66+
296.66+
311.49+
283.83+
283.83+
312.79+

008

2,378.93*

[Return To List](#)**SUSPENDED Account 050030804-0****JAMES KINNISON**309 S CEDAR ST
CUMBERLAND, MD 21502

Address 2: *****

Tax ID: 04015460

Address Type: Residential Inside

Is Rental: Yes

Home Phone: (240) 609-1065

Mobile Phone:

Work Phone:

Active Alerts

- Tax Sale 2019

Important Customer Notes

- MARK SHRYOCK: Kevin Knisley is POA for Mark.

Utilities**General Information**

Units: 1
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Shut Off

Transactions[View More](#)

Date	Type	Due Date	Total	Balance
10/29/2021	Penalty	01/28/2021	<u>5.93</u>	421.67
10/01/2021	Penalty	01/28/2021	<u>5.93</u>	415.74
08/27/2021	Penalty	01/28/2021	<u>5.93</u>	409.81
07/30/2021	Penalty	01/28/2021	<u>5.93</u>	403.88
06/25/2021	Penalty	01/28/2021	<u>5.93</u>	397.95

Balances[View Details](#)

Balance	\$421.67
Deposits	0.00
Other	0.00
Water	98.50
Sewer	147.97
Trash	131.40
Bay Restoration Fee	43.80

Account Log[View More](#)

Completed	Scheduled	Type	Comment
11/04/2021		Inactive Bill	Inactive Bill Sent. Amount: 421.67
10/07/2021		Inactive Bill	Inactive Bill Sent. Amount: 415.74
09/09/2021		Inactive Bill	Inactive Bill Sent. Amount: 409.81
09/07/2021		MISC	Verified water off. slw
08/05/2021		Inactive Bill	Inactive Bill Sent. Amount: 403.88

Services[Inside Water Service - Water](#)[Inside Sewer Service - Sewer](#)[Residential Trash - Trash](#)[Bay Restoration Fee - BayRestFee](#)[** All Services **](#)**Details**[View Details](#)

Title: Inside Water Service - Water
Quantity: 1
Amount:
Enabled: Yes

Discounts and Surcharges[View More](#)

No data found.

Inquiry

Documents Exist

Prop#...: 04-006992
Owner...: SEIFERT LUCILLE P
Address: 14 W FIRST ST
Mail To: SEIFERT LUCILLE P
PO BOX 2094
CUMBERLAND

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 11/08/2021
Total Billed: 5,477.29
Tot. Dsc App: .00
Total Paid...: 3,231.94
Total Due W/SC: 2,245.35

MD 21503-2094

Phone...:

Enter Option: _

F3=Exit

									Remaining
X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Balance
-	2021	1	1	202106164	15.89	.00	.64	.00	16.53
-	2020	1	1	202060156	15.89	.00	4.48	.00	20.37
-	2019	1	1	201906157	184.35	.00	95.94	.00	280.29
-	2018	1	1	201806157	184.35	.00	140.22	.00	324.57
-	2017	1	1	201760149	184.35	.00	184.50	.00	368.85
-	2016	1	1	201606152	167.33	.00	207.70	.00	375.03
-	2015	1	1	201506155	166.70	.00	246.42	.00	413.12
-	2014	1	SA	201400146	166.05	.00	280.54	.00	446.59

Taxes
2014-2021

No Water

15.89+
15.89+
184.35+
184.35+
184.35+
167.33+
166.70+
166.05+

008

1,084.91*

Inquiry

Documents Exist

Prop#.: 05-016290
Owner.: WITT SHAWN
Address: 443 COLUMBIA ST
Mail To: WITT SHAWN
443 COLUMBIA ST
CUMBERLAND
Phone..:

School Dist.: CUMB SCHLS -
F22=Add'l Info

MD 21502-

Payoff Date : 11/08/2021
Total Billed: 4,328.99
Tot. Dsc App: .00
Total Paid.: 3,241.80
Total Due W/SC: 1,087.19

Enter Option: _

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2021	1	1	202108908	18.01	.00	.72	.00	18.73
-	2020	1	1	202062817	18.01	.00	5.04	.00	23.05
-	2019	1	1	201908775	37.08	.00	19.24	.00	56.32
-	2018	1	1	201808787	172.70	.00	131.10	.00	303.80
-	2017	1	SA	201702254	172.70	.00	167.81	.00	340.51
-	2016	1	1	201608643	153.82	.00	190.96	.00	344.78
-	2015	1	1	201508647	150.28	.00	.00	150.28	.00
-	2014	1	1	201408524	146.74	.00	.00	146.74	.00

Taxes
2016 to 2021

18.01
18.01
37.08
172.70
172.70
153.82

006

519.52

Water

164.01

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map			View GroundRent Redemption				View GroundRent Registration			
Special Tax Recapture: None										
Account Identifier:			District - 05 Account Number - 016290							
Owner Information										
Owner Name:			MAYOR AND CITY COUNCIL OF CUMBERLAND				Use:		EXEMPT	
Mailing Address:			57 N LIBERTY ST CUMBERLAND MD 21502-				Principal Residence:		NO	
							Deed Reference:		/02703/ 00390	
Location & Structure Information										
Premises Address:			443 COLUMBIA ST CUMBERLAND 21502-0000				Legal Description:		443 COLUMBIA ST PT LOT 50 25X113	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0104	0016	1936	6050001.01	0000				2021	Plat Ref:	
Town: CUMBERLAND										
Primary Structure Built			Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
							2,837 SF			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements			
			/							
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2021		07/01/2021		07/01/2022	
Land:			1,700		1,700					
Improvements			0		0					
Total:			1,700		1,700		1,700		1,700	
Preferential Land:			0		0					
Transfer Information										
Seller: WITT SHAWN				Date: 09/22/2021				Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /02703/ 00390				Deed2:		
Seller: KING VIRGINIA L				Date: 11/28/2016				Price: \$100		
Type: NON-ARMS LENGTH OTHER				Deed1: /02259/ 00501				Deed2:		
Seller: COLLINS, WILLIAM A-VIVIAN PITTMAN				Date: 10/02/1990				Price: \$10,000		
Type: ARMS LENGTH IMPROVED				Deed1: /00590/ 00750				Deed2:		
Exemption Information										
Partial Exempt Assessments:		Class					07/01/2021		07/01/2022	
County:		670					0.00		1,700.00	
State:		670					0.00		1,700.00	
Municipal:		670					0.00 1,700.00		0.00 1,700.00	
Special Tax Recapture: None										
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application							Date:			



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INACTIVE Account 420062000-0

SHAWN WITT

443 COLUMBIA ST
CUMBERLAND, MD 21502

Address 2: ****

Tax ID: 05016290

Address Type: Residential Inside

Is Rental: No

Home Phone:

Mobile Phone:

Work Phone:

Active Alerts

- Tax Sale 2019

Utilities

General Information

Units: 1
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Vacant

Transactions

[View More](#)

Date	Type	Due Date	Total	Balance
03/13/2020	Penalty (Usage Only)	03/12/2020	2.65	164.01
02/20/2020	Bill (Usage Only)	03/12/2020	0.00	161.36
02/14/2020	Penalty (Usage Only)	02/13/2020	2.65	161.36
01/23/2020	Bill (Usage Only)	02/13/2020	0.00	158.71
01/10/2020	Penalty (Usage Only)	01/09/2020	2.65	158.71

Balances

[View Details](#)

Balance	\$164.01
Deposits	0.00
Other	0.00
Water	49.04
Sewer	75.46
Trash	26.90
Bay Restoration Fee	12.61

Account Log

[View More](#)

Completed	Scheduled	Type	Comment
10/06/2021		Returned Mail	Gave forwarding addr. of 23 W First St,...
09/23/2021		Inactive Bill	Inactive Bill Sent. Amount: 164.01
06/04/2021	06/04/2021	MISC	set to not print bills- demo-city owned
05/20/2021		Inactive Bill	Inactive Bill Sent. Amount: 164.01
02/24/2020	02/24/2020	Demolished	Demo of a City owned property.

Services

Inside Water Service - Water

Inside Sewer Service - Sewer

Residential Trash - Trash

Bay Restoration Fee - BayRestFee

** All Services **

Details

[View Details](#)

Title: Inside Water Service - Water
Quantity: 1
Amount:
Enabled: Yes

Discounts and Surcharges

[View More](#)

No data found.

Meters

[View More](#)

City of Cumberland **Live**
11/08/21

PROPERTY TAX SYSTEM

TA0080S1

Documents Exist

Inquiry

Prop#...: 04-016467
Owner...: BURNS APRIL
Address: 105 GRAND AV
Mail To: BURNS APRIL
818 LOUISIANA AVE

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 11/08/2021
Total Billed: 20,836.77
Tot. Dsc App: .00
Total Paid...: 10,567.80
Total Due W/SC: 10,268.97

CUMBERLAND

MD 21502-0000

Phone...:

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2021	1	1	202106605	758.95	.00	30.36	.00	789.31
—	2020	1	1	202060580	755.42	.00	211.54	.00	966.96
—	2019	1	1	201906574	740.94	.00	385.32	.00	1126.26
—	2018	1	1	201806578	726.47	.00	552.14	.00	1278.61
—	2017	1	1	201760559	711.98	.00	712.00	.00	1423.98
—	2016	1	1	201606562	641.99	.00	796.08	.00	1438.07
—	2015	1	SA	201500503	635.23	.00	920.75	.00	1555.98
—	2014	1	SA	201400538	628.48	.00	1061.32	.00	1689.80

Taxes

2014 to 2021

758.95
755.42
740.94
726.47
711.98
641.99
635.23
628.48

Water

459.04

• 008

5,591.40

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption					View GroundRent Registration			
Special Tax Recapture: None										
Account Identifier:		District - 04 Account Number - 016467								
Owner Information										
Owner Name:		MAYOR AND CITY COUNCIL OF CUMBERLAND					Use:		EXEMPT	
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-0000					Principal Residence:		NO	
							Deed Reference:		/02703/ 00384	
Location & Structure Information										
Premises Address:		105 GRAND AVE CUMBERLAND 21502-0000					Legal Description:		105 GRAND AVE LOT 106 39X100 CUMB IMP	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0111	0009	1683	6040016.01	0000				2021	Plat Ref:	
Town: CUMBERLAND										
Primary Structure Built		Above Grade Living Area			Finished Basement Area		Property Land Area		County Use	
1920		1,702 SF					3,950 SF			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements			
2	YES	STANDARD UNIT	SIDING/	3	2 full	1 Detached				
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2021		07/01/2021		07/01/2022	
Land:			6,900		7,900					
Improvements			64,400		64,400					
Total:			71,300		72,300		71,633		71,967	
Preferential Land:			0		0					
Transfer Information										
Seller: BURNS APRIL				Date: 09/22/2021				Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /02703/ 00384				Deed2:		
Seller: LEWIS, STANLEY M-KIMBERLY A				Date: 02/05/2008				Price: \$75,000		
Type: ARMS LENGTH IMPROVED				Deed1: /01462/ 00451				Deed2:		
Seller: FEAGLES, JAMES H-JANICE G				Date: 05/11/2000				Price: \$38,500		
Type: ARMS LENGTH IMPROVED				Deed1: /00682/ 00066				Deed2:		
Exemption Information										
Partial Exempt Assessments:		Class					07/01/2021		07/01/2022	
County:		670					0.00		71,967.00	
State:		670					0.00		71,967.00	
Municipal:		670					0.00 71,967.00		0.00 71,967.00	
Special Tax Recapture: None										
Homestead Application Information										
Homestead Application Status: Approved 05/05/2008										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application							Date:			

[Return To List](#)**SUSPENDED Account 090002201-0****APRIL BURNS**105 GRAND AVE
CUMBERLAND, MD 21502

Address 2: *****

Tax ID: 04016467

Address Type: Residential Inside

Is Rental: No

Home Phone:

Mobile Phone:

Work Phone:

Active Alerts

- Tax Sale 2019
- No Checks

Utilities**General Information**

Units: 1
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Vacant

Transactions[View More](#)

Date	Type	Due Date	Total	Balance
11/04/2021	Bill (Usage Only)	11/26/2021	0.00	459.04
10/29/2021	Penalty (Usage Only)	10/28/2021	3.11	459.04
10/07/2021	Bill (Usage Only)	10/28/2021	0.00	455.93
10/01/2021	Penalty (Usage Only)	09/30/2021	3.11	455.93
09/09/2021	Bill (Usage Only)	09/30/2021	0.00	452.82

Balances[View Details](#)

Balance	\$459.04
Deposits	0.00
Other	0.00
Water	92.38
Sewer	260.45
Trash	68.61
Bay Restoration Fee	37.60

Account Log[View More](#)

Completed	Scheduled	Type	Comment
08/03/2021		MISC	Verified water off. aml
10/08/2020		Endpoint Changeout	
03/03/2020		MISC	Verified water off. slw
02/04/2020		MISC	Verified water off. slw
01/07/2020		MISC	Verified water off. slw

Services

Inside Water Service - Water

Inside Sewer Service - Sewer

Bay Restoration Fee - BayRestFee

** All Services **

Details[View Details](#)

Title: Inside Water Service - Water
Quantity: 1
Amount:
Enabled: Yes

Discounts and Surcharges[View More](#)

No data found.

Meters

Inquiry

Documents Exist

Prop#...: 04-030028
Owner...: MERICA ROBERT
Address: 107 SPRINGDALE ST
Mail To: MERICA ROBERT
107 SPRINDALE ST
CUMBERLAND
Phone...:

School Dist.: CUMB SCHLS
F22=Add'l Info

MD 21502-0000

Payoff Date : 11/08/2021
Total Billed: 3,076.81
Tot. Dsc App: .00
Total Paid...: 2,015.08
Total Due W/SC: 1,061.73

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2021	1	1	202107232	15.89	.00	.64	.00	16.53
-	2020	1	1	202061186	15.89	.00	4.48	.00	20.37
-	2019	1	1	201907169	108.07	.00	56.16	.00	164.23
-	2018	1	1	201807176	108.07	.00	82.08	.00	190.15
-	2017	1	SA	201701091	108.07	.00	104.76	.00	212.83
-	2016	1	SA	201601104	98.47	.00	118.58	.00	217.05
-	2015	1	SA	201501104	98.47	.00	142.10	.00	240.57
-	2014	1	SA	201401167	103.30	.00	7.21	110.51	.00

Taxes

2015 to 2021

15.89+
15.89+
108.07+
108.07+
108.07+
98.47+
98.47+

Water

1234.62

007

552.928

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption					View GroundRent Registration			
Special Tax Recapture: None										
Account Identifier:		District - 04 Account Number - 030028								
Owner Information										
Owner Name:		MAYOR AND CITY COUNCIL OF CUMBERLAND					Use:		EXEMPT	
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-0000					Principal Residence:		NO	
							Deed Reference:		/02703/ 00378	
Location & Structure Information										
Premises Address:		107 SPRINGDALE ST CUMBERLAND 21502-0000					Legal Description:		107 SPRINGDALE ST PT LOT 1 18X85 SPRINGDALE ADDN	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0111	0011	2090	6050001.01	0000				2021	Plat Ref:	
Town: CUMBERLAND										
Primary Structure Built		Above Grade Living Area			Finished Basement Area		Property Land Area		County Use	
							1,530 SF			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements			
/										
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2021		07/01/2021		07/01/2022	
Land:			1,500		1,500					
Improvements			0		0					
Total:			1,500		1,500		1,500		1,500	
Preferential Land:			0		0					
Transfer Information										
Seller: MERICA ROBERT				Date: 09/22/2021				Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /02703/ 00378				Deed2:		
Seller: CUMB, MAYOR-CITY COUNCIL				Date: 06/29/1998				Price: \$800		
Type: NON-ARMS LENGTH OTHER				Deed1: /00661/ 00464				Deed2:		
Seller: MASON, MAY V ET AL				Date: 03/24/1997				Price: \$712		
Type: NON-ARMS LENGTH OTHER				Deed1: /00647/ 00128				Deed2:		
Exemption Information										
Partial Exempt Assessments:		Class					07/01/2021		07/01/2022	
County:		670					0.00		1,500.00	
State:		670					0.00		1,500.00	
Municipal:		670					0.00 1,500.00		0.00 1,500.00	
Special Tax Recapture: None										
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application							Date:			



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ACCOUNTS

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[Return To List](#)**INACTIVE Account 060015209-0****ROBERT MERICA**107 SPRINGDALE ST
CUMBERLAND, MD 21502

Address 2: *****

Tax ID: 04030028

Address Type: Residential Inside

Is Rental: No

Home Phone:

Mobile Phone:

Work Phone:

Active Alerts

- Tax Sale 2019
- No Checks

Utilities**General Information**

Units: 1
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Shut Off

Transactions[View More](#)

Date	Type	Due Date	Total	Balance
07/26/2019	Penalty	02/28/2019	<u>13.26</u>	1,234.62
06/28/2019	Penalty	02/28/2019	<u>13.26</u>	1,221.36
05/31/2019	Penalty	02/28/2019	<u>13.26</u>	1,208.10
04/26/2019	Penalty	02/28/2019	<u>13.26</u>	1,194.84
03/29/2019	Penalty	02/28/2019	<u>13.26</u>	1,181.58

Balances[View Details](#)

Balance	\$1,234.62
Deposits	0.00
Other	0.00
Water	348.99
Sewer	776.35
Trash	73.78
Bay Restoration Fee	35.50

Account Log[View More](#)

Completed	Scheduled	Type	Comment
10/20/2020	10/20/2020	MISC	CHANGED TO NOT PRINT BILLS
10/08/2020		Inactive Bill	Inactive Bill Sent. Amount: 1,234.62
09/03/2020		Inactive Bill	Inactive Bill Sent. Amount: 1,234.62
08/06/2020		Inactive Bill	Inactive Bill Sent. Amount: 1,234.62
07/09/2020		Inactive Bill	Inactive Bill Sent. Amount: 1,234.62

Services

Inside Water Service - Water

Inside Sewer Service - Sewer

Bay Restoration Fee - BayRestFee

** All Services **

Details[View Details](#)

Title: Inside Water Service - Water
Quantity: 1
Amount:
Enabled: Yes

Discounts and Surcharges[View More](#)

No data found.

Meters

City of Cumberland **Live**
11/08/21

PROPERTY TAX SYSTEM

TA0080S1

Documents Exist

Inquiry

School Dist.: CUMB SCHLS
F22=Add'l Info

Prop#...: 04-008758
Owner...: JAMES GARLAND S II
Address: 109 SPRINGDALE ST
Mail To: JAMES GARLAND S II
512 PINE AVE
CUMBERLAND

TXC015

MD 21502-2524

Phone...:

Payoff Date : 11/08/2021
Total Billed: 2,312.77
Tot. Dsc App: .00
Total Paid...: 2,022.42
Total Due W/SC: 290.35

Enter Option: ____

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2021	1	1	202106247	15.89	.00	.64	.00	16.53
—	2020	1	1	202060236	15.89	.00	4.48	.00	20.37
—	2019	1	1	201906235	26.49	.00	13.78	.00	40.27
—	2018	1	1	201806235	26.49	.00	20.14	.00	46.63
—	2017	1	1	201760223	26.49	.00	26.50	.00	52.99
—	2016	1	1	201606228	24.14	.00	29.76	.00	53.90
—	2015	1	1	201506233	24.14	.00	35.52	.00	59.66
—	2014	1	1	201406215	84.96	.00	11.90	96.86	.00

Taxes

2015 to 2021

15.89
15.89
26.49
26.49
26.49
24.14
24.14

Water
0

007

159.53

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map			View GroundRent Redemption				View GroundRent Registration			
Special Tax Recapture: None										
Account Identifier:			District - 04 Account Number - 008758							
Owner Information										
Owner Name:			CUMBERLAND MAYOR AND CITY COUNCIL				Use:		EXEMPT	
Mailing Address:			57 N LIBERTY ST CUMBERLAND MD 21502-				Principal Residence:		NO	
							Deed Reference:		/02703/ 00372	
Location & Structure Information										
Premises Address:			109 SPRINGDALE ST CUMBERLAND 21502-0000				Legal Description:		109 SPRINGDALE ST PT LOT 1 18X85 SPRINGDALE ADDN	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0111	0008	2091	6050001.01	0000				2021	Plat Ref:	
Town: CUMBERLAND										
Primary Structure Built			Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
							1,530 SF			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements			
			/							
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2021		07/01/2021		07/01/2022	
Land:			1,500		1,500					
Improvements			0		0					
Total:			1,500		1,500		1,500		1,500	
Preferential Land:			0		0					
Transfer Information										
Seller: JAMES GARLAND S II				Date: 09/22/2021				Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /02703/ 00372				Deed2:		
Seller: GEIGER, LAWRENCE E JR				Date: 06/30/2000				Price: \$3,000		
Type: NON-ARMS LENGTH OTHER				Deed1: /00683/ 00907				Deed2:		
Seller: GARBER, LINDA M				Date: 06/06/1988				Price: \$4,000		
Type: ARMS LENGTH IMPROVED				Deed1: /00572/ 00394				Deed2:		
Exemption Information										
Partial Exempt Assessments:			Class				07/01/2021		07/01/2022	
County:			670				0.00		1,500.00	
State:			670				0.00		1,500.00	
Municipal:			670				0.00 1,500.00		0.00 1,500.00	
Special Tax Recapture: None										
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application							Date:			

[Return To List](#)**INACTIVE Account 060015001-0****GARLAND JAMES**109 SPRINGDALE ST
CUMBERLAND, MD 21502

Address 2: ****

Tax ID: 04008758

Address Type: Residential Inside

Is Rental: No

Home Phone:

Mobile Phone:

Work Phone:

Active Alerts

- Tax Sale 2019

Utilities**General Information**

Units: 1
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Billing Group

Transactions[View More](#)

No data found.

Balances[View Details](#)

Balance	\$0.00
Deposits	0.00
Other	0.00
Water	0.00
Sewer	0.00
Trash	0.00
Bay Restoration Fee	0.00

Account Log[View More](#)

Completed	Scheduled	Type	Comment
05/02/2019	05/02/2019	MISC	TAX SALE 2019
05/03/2018		Converted Note	05/03/18 - TAX SALE 2018 SLW
04/01/2015		Converted Note	04/01/15 - TAX SALE 2015 COUNTY ONLY

Services**** All Services **** All Services on this Account**Services on this billing group (Utilities):**

This account has no services in this billing group.

Services on other billing groups:

This account has no services in any other billing group.

File Attachments for Item:

. **Order 26,934** - authorizing execution of an Agreement with the Cumberland Economic Development Corporation and the Allegany County Commissioners regarding the purchase of 39.19 acres of property owned by Avirett Development and located on Uhl Highway at Messick Road for the amount of \$250,000 and authorizing the City's contribution of \$125,000 towards purchase of the property contingent upon the County's contribution of \$125,000 towards the purchase

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,934

DATE: December 21, 2021

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor be and is hereby authorized to execute an Agreement by and between the Mayor and City Council of Cumberland, the Cumberland Economic Development Corporation, and the Board of County Commissioners of Allegany County, Maryland, regarding the purchase of 39.19 acres of property owned by Avirett Development and located on Uhl Highway one (1) mile east of the City, referred to as the "Messick Road Property"; and

BE IT FURTHER ORDERED, that the City shall contribute One Hundred Twenty-Five Thousand Dollars (\$125,000) contingent upon Allegany County also contributing \$125,000 towards the total purchase price of \$250,000.

Raymond M. Morriss, Mayor

AGREEMENT

THIS AGREEMENT (this “Agreement”), made this _____ day of December, 2021, by and between CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION, a Maryland not for profit corporation having its principal place of business in Allegany County, Maryland (“CEDC”); the MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, a body politic and corporate and a municipal corporation of the State of Maryland (the “City”); and the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND, a body politic and corporate and a political subdivision of the State of Maryland (the “County”). CEDC, the City, and the County are collectively the “Parties.”

Explanation

CEDC has entered into a Contract of Sale dated October ____, 2021 (the “Contract of Sale”) with Avirett Development Company, LLC, a Maryland limited liability company (“Avirett Development”) for the purchase of 39.19 acres of property owned by Avirett Development and located on Uhl Highway approximately one (1) mile east of the City (the “Messick Road Property”). A copy of the Contract of Sale for the Messick Road Property is attached hereto, incorporated herein, and marked as Exhibit No. 1.

In conjunction with the purchase of the Messick Road Property, CEDC has reached out to the City and to the County for economic assistance in satisfying the requirements of the Contract of Sale. The City and the County have each agreed to provide funding in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (for a total of Two Hundred Fifty Thousand Dollars (\$250,000.00)) (the “Contributions”) to CEDC for the

purchase of the Messick Road Property. In consideration for the funding by the City and the County, CEDC has agreed to provide a position on the Board of Directors of CEDC to the County for a term of three (3) years and CEDC, by the execution of this Agreement, confirms its ongoing relationship with the City in respect to the City's designation of a member of the CEDC Board.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, the Parties do hereby agree, as follows:

1. The Explanation set forth above is hereby incorporated as a substantive provision of this Memorandum.

2. The City shall contribute to CEDC the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), specifically for the acquisition of the Messick Road Property.

3. The County shall contribute to CEDC the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), specifically for the acquisition of the Messick Road Property.

4. With the Contributions by the City and the County, neither the City nor the County will be obligated to provide funds for the development of the Messick Road Property by CEDC but each Party shall retain the right to contribute to the cost of development of that property if they so choose.

5. The County, on payment of its Contribution to the purchase of the Messick Road Property, shall be granted, for a term of three (3) years, the right to appoint an individual of its choosing to serve as a full voting member of the CEDC Board of Directors.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[Signatures to follow on next page]

ATTEST:

CUMBERLAND ECONOMIC
DEVELOPMENT CORPORATION

_____ By _____ (SEAL)
[Name]
[Title]

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND

_____ By _____ (SEAL)
[Name]
[Title]

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
ALLEGANY COUNTY, MARYLAND

_____ By _____ (SEAL)
Jacob C. Shade
President

CONTRACT OF SALE

THIS CONTRACT OF SALE (this “**Contract**”), is made this ____ day of December, 2021, by and between **AVIRETT DEVELOPMENT COMPANY, LLC**, a Maryland limited liability company having its principal place of business in Allegany County, Maryland (“**Seller**”), and **CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION**, a Maryland corporation having its principal place of business in Allegany County, Maryland (“**Buyer**”).

1. **Description of Property Sold.** Seller agrees to sell and convey and Buyer agrees to purchase and acquire certain real property (the “**Real Property**”) located in the County of Allegany, State of Maryland, which is generally described as containing 39.198 acres, more or less, located on Uhl Highway, one mile east of Cumberland, and is described in more detail in the attached legal description which constitutes Exhibit A, together with all buildings, improvements and fixtures thereon (the real property and the foregoing are collectively referred to herein as the “**Property**”).

2. **Exceptions to Title.** Seller shall convey and Buyer shall accept the Property subject to (i) all zoning ordinances and regulations and (ii) all covenants, conditions, restrictions, easements and other matters of record legally affecting the Property, subject to Buyer’s rights under Paragraph 5 hereof.

3. **Purchase Price and Deposit.** The purchase price for the Property is Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “**Purchase Price**”). Buyer agrees to pay the purchase price to the Seller in cash at Closing. Not later than two (2) business days

after full execution of this Contract, Buyer shall deposit the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (the “**Deposit**”) with Huber, Michaels & Company, having an address of 110 S. Centre Street, Cumberland, MD 21502, Attn: Edward G. Huber, Jr., ehuber@HMCcpa.com (“**Escrow Agent**”) in immediately available funds. The Deposit will be held by Escrow Agent and applied toward the Purchase Price at Closing or, if Closing is not consummated, shall be disbursed in accordance with the terms of this Contract. The Deposit is distinct from the \$1,000.00 option price paid by Buyer and earned by Seller pursuant to that certain Option to Purchase Real Estate entered into by the parties dated April 21, 2021 (the “**Option**”).

4. **Proration of Taxes and Utilities.** All taxes and assessments becoming due and accruing during the fiscal year in which the deed is delivered shall be prorated between the Seller and the Buyer as of the Closing Date. If the amount of any such tax or assessment to be prorated cannot then be ascertained, the proration shall be computed on the amount of such tax or assessment for the preceding year. Any utility expenses with respect to the Property for the month in which the deed is delivered shall be prorated as of the Closing Date. If the amount of any utility expense cannot be ascertained, proration shall be computed on the amount of such utility expense for the preceding month. If the amount of tax assessments or utility expenses are based upon the preceding year or month, as the case may be, then such prorations shall not be adjusted when actual amounts of tax assessments or utility expenses are available, as the case may be.

5. **Title Commitment: Objections.** Buyer shall arrange and pay for such examination of the title to the Property as Buyer deems necessary. Failure to obtain such examination or to report to Seller any title objections shall constitute a waiver by Buyer of any and all title defects affecting Buyer's obligation to purchase and Seller's liabilities as Seller. Any substantial defects in title which render title unmarketable must be reported to Seller in writing within thirty (30) days from the effective date of this Contract.

If Seller has not cured any substantial defects of which Buyer has timely given Seller notice, as provided above (other than liens to be released at Closing), within thirty (30) days from Buyer's notice to Seller, Buyer shall have the option, in its sole discretion, of (1) taking such title as Seller can deliver without abatement of the Purchase Price, or (2) terminating this Contract, whereupon the Deposit shall be returned to Buyer and Seller and Buyer shall be completely discharged from all liability or obligation arising out of this Contract.

6. **Closing.** On January 24, 2022, or at such earlier date as may be agreed between Buyer and Seller (the "**Closing Date**"), Seller shall deliver to Buyer a properly executed and acknowledged special warranty deed, prepared by Seller's counsel, limiting Seller's warranty to persons claiming by, through or under Seller, but not otherwise, executed by the Seller, substantially in the form attached hereto as Exhibit B (the "**Deed**"). Seller shall be responsible for preparation of the Deed and payment of its attorneys' fees. Buyer shall be responsible for recording the Deed and payment of any and all fees, costs, taxes, and expenses of closing hereunder, including, but not limited to any transfer or

recordation taxes or fees that may be payable in connection with recording the Deed, and any title company charges incurred to insure title, record the Deed, or otherwise provide closing services.

7. **Failure of Title.** This Contract is contingent upon and subject to Seller having title to the Property. If Seller does not have such title, it may terminate this Contract by written notice to Buyer and thereupon the Escrow Agent shall deliver the Deposit to Buyer and Buyer and Seller shall have no further liability or obligation hereunder.

8. **AS IS SALE; Disclaimer of Representations and Warranties.** Buyer represents that it has fully inspected the Property. Seller makes no representations or warranties with respect to the Property of any kind or nature whatsoever, either express or implied (other than the special warranty of title in the deed), and all such warranties are hereby disclaimed. The Property is being sold, and Buyer accepts the Property, in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS" and "SUBJECT TO ALL DEFECTS." Buyer hereby irrevocably and absolutely releases and discharges Seller from, and waives, any claim it might have against Seller with respect to the physical or environmental condition of the Property, compliance of the Property with applicable laws, the Property's habitability, merchantability, or fitness for any purpose, valuation of the Property, title thereto (other than the special warranty of title in the deed), or any other condition, fact or circumstance pertaining to the Property. It is specifically agreed that the provisions of this paragraph shall survive the closing and delivery of the deed.

9. **Default.** If Seller fails to consummate the sale of the Property in accordance with the terms hereof or otherwise defaults hereunder, Buyer may terminate this Contract as its sole and exclusive remedy, whereupon the Deposit shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder. If Buyer fails to consummate the purchase of the Property in accordance with the terms hereof or otherwise defaults hereunder, Seller may terminate this Contract as its sole and exclusive remedy, whereupon the Deposit shall be paid to Seller as liquidated damages, and Seller and Buyer shall have no further obligations hereunder.

10. **Buyer Indemnity.** Buyer hereby agrees to assume at closing, and agrees to indemnify, defend and hold harmless Seller from and against, any and all damages, losses, costs, claims, liabilities, expenses, demands and obligations of any kind whatsoever with respect to the Property, whether arising or accruing prior to or after the Closing Date, including, but not limited to, any claims arising from the environmental condition of the Property.

11. **Broker.** Except for any commission or other remuneration payable to Cushman & Wakefield, which is the responsibility of Seller pursuant to a separate agreement, each party represents and warrants to the other that it has not engaged or dealt with any broker, agent or other intermediary entitled to a commission in connection herewith and shall defend, indemnify and save the other party harmless from and against any damages suffered by the other party as a result of any claim for commission by any person who purports to have acted by, for or through the indemnifying party.

12. **Binding of Assigns.** This Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

13. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the law of the state in which the Property is situated.

14. **Entire Agreement.** The Option is hereby merged into this Contract. This Contract contains the entire agreement of the parties hereto with respect to the subject matter hereof, and there are no other representations or agreements between the parties hereto, either oral or written. This Contract may not be modified or terminated except by an instrument in writing signed by both Buyer and Seller.

15. **Assignment.** This Contract may be assigned by Buyer without consent of Seller, but the Deposit shall not be returned to Buyer upon such assignment, and no such assignment shall release Buyer from the obligations of Buyer hereunder.

16. **Waiver.** Either party may waive any matter which is a condition to its obligation hereunder by an instrument in writing signed by such party.

17. **Captions.** The captions in this Contract are inserted for convenience of the parties and shall in no way limit or control the provisions of this Contract.

18. **Notices.** Any notice required to be given under the terms of this Contract may be delivered personally or by mail addressed to the parties at their respective addresses as set forth below, postage prepaid, certified with a return receipt requested, or by

commercial courier, with notice deemed effective upon actual receipt (or refusal of delivery).

NOTICE TO SELLER SHALL BE SENT TO:

Avirett Development Company, LLC
c/o Huber Michaels Co.
110 S. Centre St.
Cumberland, MD 21502

With a copy to:

Polsinelli PC
1401 I Street, NW, Suite 800
Washington, DC 20005
Attn: Diane S. Richer, Esq.

NOTICE TO BUYER SHALL BE SENT TO:

The Cumberland Economic Development Corporation
Attention: Matthew B. Miller
Executive Director
15 S. Centre Street
Cumberland, Maryland 21550

[Signatures on Next Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract of Sale
as of the day and year first above written.

SELLER:

WITNESS/ATTEST:

AVIRETT DEVELOPMENT COMPANY, LLC

By: _____ (SEAL)
John Avirett, Manager

BUYER:

WITNESS/ATTEST:

CUMBERLAND ECONOMIC
DEVELOPMENT CORPORATION

By: _____ (SEAL)
Name: _____
Title: _____

The undersigned Escrow Agent joins in this Contract to acknowledge and agree to receive
the Deposit and to hold and disburse it in accordance with the terms hereof.

ESCROW AGENT:

HUBER, MICHAELS & COMPANY

By: _____
Edward G. Huber

EXHIBIT A

The Real Property

All that lot, piece or parcel of ground containing 39.198 acres, more or less, located on Uhl Highway, one mile east of Cumberland, Allegany County, Maryland, and being a portion of the land more fully set forth and described in a Deed from James A. Avirett, Jr., individually, Sarah Avirett Hoover, individually, Farmers & Merchants Bank and Trust, Trustee of The Sarah Avirett Hoover Trust, Anne Avirett Dilts, individually, and Hume O. Annan, Jr., individually to Avirett Development Company, LLC, dated December 13, 2001, and recorded in Deeds Liber 699, Folio 792, among the Land Records of Allegany County, Maryland, which 39.198-acre parcel of land is identified in the Allegany County, Maryland real property records as follows:

Parcel ID number: 16002348

Alternate Parcel ID number: 0038 0006 0004.

EXHIBIT B

Form of Special Warranty Deed

[attached]

File Attachments for Item:

. **Order 26,935** - declaring City-owned properties at 471 Goethe Street and 502 Regina Avenue to be surplus and authorizing them for sale

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,935

DATE: December 21, 2021

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified below; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

1.) 471 Goethe Street

Tax ID No. 20-000422

Deed reference: Book 2710 / Page 167

2.) 502 Regina Avenue

Tax ID No. 23-013916

Deed reference: Book 2729/301

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of the properties to the purchaser, and the City may proceed with the transfer of the properties in accordance with the terms of said Ordinance

Raymond M. Morriss, Mayor

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 23 Account Number - 011867			
Owner Information					
Owner Name:		CUMBERLAND MAYOR AND CITY COUNCIL		Use:	EXEMPT
Mailing Address:		57 N LIBERTY STREET CUMBERLAND MD 21502-		Principal Residence:	NO
				Deed Reference:	/02710/ 00167
Location & Structure Information					
Premises Address:		471 GOETHE ST CUMBERLAND 21502-0000		Legal Description:	471 GOETHE ST PT LOT 50 25X87 26X83
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0105	0009	0086F	6050001.01	0000	
			Block:	Lot:	Assessment Year:
					2021
Plat No:					
Plat Ref:					
Town: CUMBERLAND					
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
1915		1,376 SF		2,180 SF	
Property Land Area		County Use			
2,180 SF					
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
2	YES	STANDARD UNIT	FRAME/	3	1 full
Garage					
Last Notice of Major Improvements					
Value Information					
Base Value		Value		Phase-in Assessments	
		As of		As of	
		01/01/2021		07/01/2021	
				As of	
				07/01/2022	
Land:	1,900	1,900			
Improvements	12,100	13,100			
Total:	14,000	15,000		14,333	14,667
Preferential Land:	0	0			
Transfer Information					
Seller: BARNEY PAULA J-DONALD T		Date: 10/12/2021		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /02710/ 00167		Deed2:	
Seller: TEDDER, HARRY B-MABLE S		Date: 07/17/1991		Price: \$11,500	
Type: ARMS LENGTH IMPROVED		Deed1: /00595/ 00900		Deed2:	
Seller: RODRIGEZ, APRIL		Date: 12/21/1990		Price: \$11,500	
Type: ARMS LENGTH IMPROVED		Deed1: /00592/ 00091		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class	07/01/2021		07/01/2022
County:	690		0.00		14,667.00
State:	690		0.00		14,667.00
Municipal:	690		0.00 14,667.00		0.00 14,667.00
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application				Date:	

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 23 Account Number - 013916			
Owner Information					
Owner Name:	CUMBERLAND MAYOR AND CITY COUNCIL			Use:	EXEMPT COMMERCIAL
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-1220			Principal Residence:	NO
				Deed Reference:	/02729/ 00301
Location & Structure Information					
Premises Address:		502 REGINA AVE CUMBERLAND 21502-0000		Legal Description:	502 REGINA AVE COR FREDERICK 54X100 LOTS 42-43
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0101	0013	7034	10003.01	0000	
Block:					
Lot:					
Assessment Year:					
Plat No:					
Plat Ref:					
Town: CUMBERLAND					
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
1940		2,800 SF		5,400 SF	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
		STORAGE WAREHOUSE	/	C3	
Garage					
Last Notice of Major Improvements					
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2021	07/01/2021	07/01/2022
Land:		13,500	13,500		
Improvements		67,700	61,000		
Total:		81,200	74,500	74,500	74,500
Preferential Land:		0	0		
Transfer Information					
Seller: WILLIAMS JERRY L		Date: 12/01/2021		Price: \$5,964	
Type: NON-ARMS LENGTH OTHER		Deed1: /02729/ 00301		Deed2:	
Seller: SCHAAF GREGG GERARD		Date: 12/01/2021		Price: \$7,165	
Type: NON-ARMS LENGTH OTHER		Deed1: /02729/ 00297		Deed2:	
Seller: MOUNTAIN STATE LINEN SERVICE CO		Date: 02/18/1988		Price: \$48,000	
Type: ARMS LENGTH IMPROVED		Deed1: /00569/ 00968		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2021	07/01/2022
County:		650		0.00	74,500.00
State:		650		0.00	74,500.00
Municipal:		650		0.00 74,500.00	0.00 74,500.00
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application				Date:	